

**CITY OF CEDARBURG
MEETING OF COMMON COUNCIL
DECEMBER 14, 2020 – 7:00 P.M.**

A regular meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on **Monday, December 14, 2020 at 7:00 p.m.** The meeting will be held online utilizing the zoom app. Information on how to access the meeting is attached to the meeting packet or can be requested by emailing: mhilvo@ci.cedarburg.wi.us.

AGENDA

1. CALL TO ORDER - Mayor Mike O'Keefe
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL: Present – Common Council – Mayor Mike O'Keefe, Council Members Sherry Bublitz, Jack Arnett, Kristin Burkart, Rick Verhaalen, Robert Simpson, Patricia Thome, Barbara Lythjohan
5. STATEMENT OF PUBLIC NOTICE
6. COMMENTS AND SUGGESTIONS FROM CITIZENS** Comments from citizens on a listed agenda item will be taken when the item is addressed by the Council. At this time individuals can speak on any topic not on the agenda for up to 5 minutes, time extensions at the discretion of the Mayor. No action can be taken on items not listed except as a possible referral to committees, individuals, or a future Council agenda item.
7. APPROVAL OF MINUTES – November 30, 2020 and December 3, 2020 Common Council minutes*
8. NEW BUSINESS
 - A. Discussion on ordinance prohibiting swimming in Cedar Creek; and action thereon*
 - B. Consider award of contract to R.A. Smith for TIF #6 construction related services for Phase 2 and 3 construction; and action thereon*
 - C. Consider approval of Fairway Village preliminary plat; and action thereon*
 - D. Consider Pioneer Road/Interurban Trail crossing improvements and possible award of contract for the engineering design; and action thereon*

- E. Consider Ordinance No. 2020-21 amending Sec. 3-6-3 to 3-6-7 of the Municipal Code adjusting impact fees for library facilities, police department facilities, water supply facilities, park facilities, and wastewater treatment plant; Ordinance No. 2020-22 amending Sec. 14-1-84 adjusting the fees in lieu of parkland and amending Sec. 14-1-100(g) adjusting the public site fees; and Ordinance No. 2020-23 amending Sec. 9-2-6(c) adjusting the sanitary sewer connection fee based on the Construction Cost Index published in the Engineering News Record and calculated based on the annual increase in the CCI Indices; and action thereon*
- F. Consider License/Permit Applications; and action thereon
 - 1. Consider approval of new Operator License application for the period ending June 30, 2021 for Aubrey A. Thiede; and action thereon***
- G. Consider payment of bills dated 11/20/2020 through 12/08/2020, transfers for the period 11/25/2020 through 12/08/2020 and payroll period 11/15/2020 through 11/28/2020; and action thereon*

9. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. Administrator's Report*
- B. Assessor's Report*

10. COMMUNICATIONS

- A. Comments and suggestions from citizens
- B. Comments and announcements by Council Members
- C. Mayor Report

11. ADJOURNMENT

Individual members of various boards, committees, or commissions may attend the above meeting. It is possible that such attendance may constitute a meeting of a City board, committee or commission pursuant to State ex. rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 NW 2d 408 (1993). This notice does not authorize attendance at either the above meeting or the Badke Meeting but is given solely to comply with the notice requirements of the open meeting law.

* Information attached for Council; available through City Clerk's Office.

** Citizen comments should be primarily one-way, from citizen to the Council. Each citizen who wishes to speak shall be accorded one opportunity at the beginning of the meeting and one opportunity at the end of the meeting. Comments should be kept brief. If the comment expressed concerns a matter of public policy, response from the Council will be limited to seeking information or acknowledging that the citizen has been understood. It is out of order for anyone to debate with a citizen addressing the Council or for the Council to take action on a matter of public policy. The Council may direct that the concern be placed on a future agenda. Citizens will be asked to state their name and address for the record and to speak from the lectern for the purposes of recording their comments.

*** Information available through the Clerk's Office.

City of Cedarburg is an affirmative action and equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, age, sexual orientation, gender identity, national origin, veteran status, or genetic information. City of Cedarburg is committed to providing access, equal opportunity and reasonable accommodation for individuals with disabilities in employment, its services, programs, and activities.

12/10/20 tas

To request reasonable accommodation, contact the Clerk's Office, (262) 375-7606, email: cityhall@ci.cedarburg.wi.us.



CITY OF CEDARBURG PUBLIC MEETING POLICY DURING COVID-19

The City of Cedarburg will begin utilizing [zoom](#), an online meeting tool, to conduct City meetings. This includes all public meetings. We are cancelling all non-essential meetings and limiting agenda items but there are items that do require decisions to be made so that projects throughout the City can continue or get completed in a timely manner. We will continue to adhere to open meeting laws as set forth by the State of Wisconsin.



Most recently the Wisconsin Department of Justice issued an advisory on March 16, 2020, addressing this issue and stating that: "Governmental bodies typically can meet their open meetings obligations, while practicing social distancing to help protect public health, by conducting meetings via telephone conference calls if the public is provided with an effective way to monitor such calls (such as public distribution, at least 24 hours in advance, of dial-in information for a conference call)." The advisory emphasizes that "When an open meeting is held by teleconference or video conference, the public must have a means of monitoring the meeting. DOJ concludes that, under the present circumstances, a governmental body will typically be able to meet this obligation by providing the public with information (in accordance with notice requirements) for joining the meeting remotely, even if there is no central location at which the public can convene for the meeting.

CITY OF CEDARBURG MEETING PROCEDURES DURING COVID-19 FOR PUBLIC

To download [zoom](#) on your mobile device, click on one of the following:



Here are the procedures for public to be able to view a meeting live through [zoom](#).

1. Contact the City Administrator, Mikko Hilvo, 2 hours in advance of the meeting you wish to attend via [zoom](#) by emailing him at mhilvo@ci.cedarburg.wi.us.
2. In your email Subject line please put down the meeting that you wish to attend (example: Common Council Meeting on 3-30-20 at 7:00pm).
3. Provide your Name, Address, Email, Phone Number to him via email with a request to join the meeting.
4. You will receive an invite to the meeting via email. Click on the invite prior to the meeting being held. The meeting will be open 10 minutes prior to the scheduled meeting start time so you can check your microphone and camera setup.
5. All public participants will have their microphone muted.
6. If, during public comment, anyone wishes to talk they should request to do so through the chat feature or by using the "hand" to wave at the meeting organizer. The administrator of the meeting will unmute you at the appropriate time and ask you to make your comments.

If you are unable to utilize a computer, iPad, or tablet to view the meeting you can call or email ahead of time and a phone number will be given to you to call in on. If you do call in, we ask that you put your phone on mute when you are not talking. If you need an agenda, we can email one to you.

Contact Info: Mikko Hilvo, City Administrator, mhilvo@ci.cedarburg.wi.us, (262) 375-7917.



CITY OF CEDARBURG MEETING PROCEDURES DURING COVID-19 – FOR STAFF & BOARD MEMBERS

The City of Cedarburg will be utilizing the [zoom](#) app to hold public meetings starting March 23, 2020 until April 30, 2020. All meetings will adhere to Wisconsin Open Meetings Law. The [zoom](#) app provides an option for the public to join the meeting via computer, iPad, tablet, or phone. Meetings will also be recorded and made available through our Clerks office for viewing at a later time.

Here are the procedures for staff and board members to utilize [zoom](#).

1. The City Administrator, Mikko Hilvo, will email a meeting invite to each staff and board member 24 hours prior to the meeting.
2. If another staff member, council member, or presenter needs access to the meeting and the ability to discuss an item they should request to get a meeting invite by emailing mhilvo@ci.cedarburg.wi.us at minimum 6 hours prior to the meeting.
3. In your email Subject line please put down the meeting that you wish to attend. (Example: Common Council Meeting on 3-30-20 at 7:00pm)
4. Provide your Name, Address, Email, Phone Number and reason for attending the meeting to the administrator.
5. All agendas and documents that need to be shared during the meeting will be sent to members ahead of time and also provided electronically to the meeting organizer (City Administrator).
6. All meetings will be open 10 minutes prior to the scheduled meeting start time so you can check your microphone and camera setup.
7. All staff and/or board members will have their microphones on unless they mute it themselves. All public participants will have their microphone muted except during public comments or if they use the chat feature asking the administrator for permission to speak.
8. All Votes will be done through roll call.

If you are unable to utilize a computer, iPad, or tablet to participate in the meeting you can call or email ahead of time and a phone number will be given to you to call in on. If you do call in, we ask that you put your phone on mute when you are not talking. If you need an agenda, it can be emailed to you.

Contact Info: Mikko Hilvo, City Administrator, mhilvo@ci.cedarburg.wi.us, (262) 375-7917.

**CITY OF CEDARBURG
COMMON COUNCIL
November 30, 2020**

**CC20201130-1
UNAPPROVED**

A regular meeting of the Common Council of the City of Cedarburg, Wisconsin, was held online on Monday, November 30, 2020, utilizing the Zoom app.

Mayor O’Keefe called the meeting to order at 7:00 p.m.

Roll Call: Present - Mayor Michael O’Keefe, Council Members Sherry Bublitz, Jack Arnett, Kristin Burkart, Rick Verhaalen, Robert Simpson, Patricia Thome, Barbara Lythjohan

Also Present - City Administrator Mikko Hilvo, City Attorney Michael Herbrand, City Clerk Tracie Sette, Treasurer Christy Mertes, Water Recycling Center Superintendent Eric Hackert, Engineering & Public Works Director Tom Wiza and interested citizens and news media

STATEMENT OF PUBLIC NOTICE

At Mayor O’Keefe’s request, City Clerk Sette verified that notice of this meeting was provided to the public by forwarding the agenda to the City’s official newspaper, the *News Graphic*, to all news media and citizens who requested copies, and by posting in accordance with the Wisconsin Open Meetings Law. Citizens present were welcomed and encouraged to provide their input during the citizen comment portion of the meeting.

COMMENTS AND SUGGESTIONS FROM CITIZENS - None

APPROVAL OF MINUTES

A motion was made by Council Member Thome, seconded by Council Member Bublitz, to approve the October 26 and November 9, 2020 Common Council minutes. Motion carried without a negative vote.

NEW BUSINESS

CONSIDER ORDINANCE NO. 2020-14 LEVYING PROPERTY TAXES ON THE GENERAL, DEBT SERVICE, SPECIAL REVENUE, AND CAPITAL IMPROVEMENT FUNDS FOR FISCAL YEAR 2021; AND ACTION THEREON

A motion was made by Council Member Bublitz, seconded by Council Member Thome to approve Ordinance No. 2020-14 levying property taxes on the General, Debt Service, Special Revenue, and Capital Improvement Funds for fiscal year 2021. Motion carried without a negative vote.

CONSIDER ORDINANCE NO. 2020-15 APPROPRIATING THE NECESSARY FUNDS FOR THE OPERATION OF THE GOVERNMENT AND ADMINISTRATION OF THE CITY OF CEDARBURG FOR FISCAL YEAR 2021; AND ACTION THEREON

A motion was made by Council Member Burkart, seconded by Council Member Simpson, to approve Ordinance No. 2020-15 appropriating the necessary funds for the operation of the Government and Administration of the City of Cedarburg for fiscal year 2021. Motion carried without a negative vote.

CONSIDER ORDINANCE NO. 2020-16 APPROPRIATING THE NECESSARY FUNDS FOR THE 2021 CAPITAL IMPROVEMENT BUDGET; AND ACTION THEREON

A motion was made by Council Member Thome, seconded by Council Member Bublitz, to approve Ordinance No. 2020-16 appropriating the necessary funds for the 2021 Capital Improvement budget. Motion carried without a negative vote.

CONSIDER ORDINANCE NO. 2020-17 ESTABLISHING THE USER CHARGE SCHEDULE AND APPROPRIATING THE NECESSARY FUNDS FOR THE SEWERAGE FUND FOR THE OPERATION OF THE WASTE RECYCLING CENTER FOR FISCAL YEAR 2021; AND ACTION THEREON

A motion was made by Council Member Bublitz, seconded by Council Member Burkart, to approve Ordinance No. 2020-17 establishing the user charge schedule and appropriating the necessary funds for the Sewerage Fund for the operation of the Waste Recycling Center for fiscal year 2021. Motion carried without a negative vote.

CONSIDER ORDINANCE NO. 2020-18 APPROPRIATING THE NECESSARY FUNDS FOR THE OPERATION OF THE SPECIAL REVENUE FUNDS AND ADOPTING THE INDICATED BUDGETS FOR FISCAL YEAR 2021; AND ACTION THEREON

A motion was made by Council Member Verhaalen, seconded by Council Member Thome, to approve Ordinance No. 2020-18 appropriating the necessary funds for the operation of the Special Revenue Funds and adopting the indicated budgets for fiscal year 2021. Motion carried without a negative vote.

CONSIDER ORDINANCE NO. 2020-19 INCREASING ALLOCATED FUNDS IN THE GENERAL FUND, WATER RECYCLING FUND AND LIBRARY SPECIAL REVENUE FUND; AND ACTION THEREON

A motion was made by Council Member Bublitz, seconded by Council Member Simpson, to approve Ordinance No. 2020-19 increasing allocated funds in the General Fund, Water Recycling Fund and Library Special Revenue Fund. Motion carried without a negative vote.

CONSIDER ORDINANCE NO. 2020-20 INCREASING ALLOCATED FUNDS IN THE CAPITAL IMPROVEMENT FUND FOR THE SWIMMING POOL IMPROVEMENTS; AND ACTION THEREON

A motion was made by Council Member Thome, seconded by Council Member Bublitz, to approve Ordinance No. 2020-20 Increasing Allocated Funds in the Capital Improvement Fund for the Swimming Pool Improvements. Motion carried without a negative vote.

CONSIDER CONTRACT PROPOSAL FROM SYMBIONT ENGINEERS FOR SCHEMATIC LAYOUT OF THE FUTURE WATER RECYCLING CENTER ON THE ZARLING PARCEL AND ALTERNATIVES FOR CONVEYANCE FROM THE EXISTING CENTER; AND ACTION THEREON

The Water Recycling Center is continuing the process of investigating the layout of the Zarling parcel for future placement of a new water recycling center to come in compliance with strict WPDES requirements. The Public Works and Sewerage Commission approved the proposal at the November 12 meeting. The City may develop a plan to connect the current Water Recycling Center with the proposed new site. Superintendent Hackert commented that it would make sense to discuss this project with the Village of Grafton to possibly share a proposed new facility. Purchasing credits from the DNR is not as easy as originally proposed. The DNR requires 5-year contracts which may be challenging. Superintendent Eric Hackert explained they will be working on a new permit for 2021.

A motion was made by Council Member Bublitz, seconded by Council Member Burkart, to approve the contract proposal from Symbiont Engineers for schematic layout of the future Water Recycling Center on the Zarling parcel and alternatives for conveyance from the existing center not to exceed \$28,100. Motion carried without a negative vote.

CONSIDER CONTRACT PROPOSAL FROM GRAEF TO COMPLETE DAM BREAK HYDRAULIC ANALYSIS FOR THE WOOLEN MILL DAMS; AND ACTION THEREON

The Wisconsin DNR informed the City that an updated dam break analysis is needed for the Woolen Mill Dam. DNR is in the process of finalizing new floodplain modeling and mapping for Cedar Creek, and they are requiring the City to prepare an updated dam break analysis based on the new hydraulic data. Staff requested and received a proposal from Graef to complete that study.

The DNR assigns a hazard rating to dams. Years ago, the Cedarburg dam was assigned a high hazard rating. The new model shows a significant portion of downtown Cedarburg outside of the flood plain. This should result in a more favorable rating for the Woolen Mill Dam. The approximate cost of the analysis is \$9,800.00. A grant may reimburse the City up to fifty percent (50%) of the total cost.

A motion was made by Council Member Burhart, seconded by Council Member Thome, to approve the proposal from Graef to complete a Dam Break Hydraulic Analysis for the Woolen Mill Dam. Motion carried without a negative vote.

CONSIDER CHANGES TO CITY ORGANIZATIONAL CHART; AND ACTION THEREON

A motion was made by Council Member Bublitz, seconded by Council Member Simpson, to approve changes to the City organizational chart. Motion carried without a negative vote.

DISCUSS COVID-19 IMPACT ON CEDARBURG AND HOW TO REDUCE THE SPREAD; AND ACTION THEREON

Council Member Thome addressed the Council with concerns about Covid-19 and how we may address this crisis as a community. She reiterated CDC guidelines and urged everyone to take proper precautions by wearing masks and practice social distancing. Council Member Burkart added that if

everyone would adhere to the CDC guidelines, the curve could flatten. We need the community to act responsibly for the sake of the children so they remain in school instead of learning virtually. Council Member Bublitz also urged community members to make good choices. She said this message is not about closing businesses, it is about acting responsibly as citizens and following CDC guidelines. Schools have done an excellent job making sure students maintain social distance, cleaning and disinfecting daily and contact tracing. Businesses have also worked hard to devise creative alternatives to continue business operations. We as a community should act responsibly to limit exposure. No action was taken by the Council.

CONSIDER APPOINTMENT OF JONATHAN P. DUNNE AS AGENT FOR TOTO'S INC, DBA OTTO'S WINE AND SPIRITS-CEDARBURG AT W63 N157 WASHINGTON AVENUE; AND ACTION THEREON

A motion was made by Council Member Thome, seconded by Council Member Simpson, to approve the appointment of Jonathan P. Dunne as agent for Toto's Inc., DBA Otto's Wine and Spirits. Motion carried without a negative vote.

CONSIDER PAYMENT OF BILLS DATED 11/06/20 THROUGH 11/20/20, TRANSFERS FOR THE PERIOD 11/06/20 THROUGH 11/24/2020 AND PAYROLL PERIOD 10/18/20 THROUGH 10/31/20; AND ACTION THEREON

Motion made by Council Member Lythjohan, seconded by Council Member Bublitz, to approve payment of bills dated 11/06/20 through 11/20/20, transfers for the period 11/06/20 through 11/24/20 and payroll for the period 10/18/20 through 10/31/20. Motion carried without a negative vote.

ADMINISTRATOR'S REPORT

Administrator Hilvo explained there is nothing new to report other than what was included in the Council packet.

THIRD QUARTER FINANCIAL REPORT

The third quarter Financial Report was included in the packet. Administrator Hilvo mentioned if anyone has questions regarding the report to please direct them to Finance Director/Treasurer Mertes.

COMMENTS AND SUGGESTIONS FROM CITIZENS - None

COMMENTS AND ANNOUNCEMENTS BY COUNCIL MEMBERS

Council Members Thome and Arnett expressed their condolences in the loss of former Mayor Jim Coutts. He had a very calming demeanor and was a great asset to the community. He will be greatly missed.

Council Member Burkart expressed her hope that the Council would maintain a unified statement to the community encouraging everyone to follow CDC guidelines relating to Covid-19.

Council Member Burkart also mentioned that Illuminate Ozaukee begins this weekend.

MAYOR REPORT

Mayor O’Keefe expressed condolences with the loss of former Mayor Jim Coutts.

ADJOURNMENT

Motion made by Council Member Arnett, seconded by Council Member Verhaalen, to adjourn the meeting at 8:05 p.m. Motion carried without a negative vote.

Tracie Sette
City Clerk

**CITY OF CEDARBURG
COMMON COUNCIL
December 3, 2020**

**CC20201203-1
UNAPPROVED**

A special meeting of the Common Council of the City of Cedarburg, Wisconsin, was held online on Thursday, December 3, 2020, utilizing the Zoom app.

Mayor O'Keefe called the meeting to order at 6:45 p.m.

Roll Call: Present - Mayor Michael O'Keefe, Council Members, Jack Arnett, Kristin Burkart, Robert Simpson, Patricia Thome, Barbara Lythjohan

Excused - Council Members Sherry Bublitz and Rick Verhaalen

Also Present - City Administrator Mikko Hilvo, City Clerk Tracie Sette, and interested citizens and news media

STATEMENT OF PUBLIC NOTICE

At Mayor O'Keefe's request, City Clerk Sette verified that notice of this meeting was provided to the public by forwarding the agenda to the City's official newspaper, the *News Graphic*, to all news media and citizens who requested copies, and by posting in accordance with the Wisconsin Open Meetings Law. Citizens present were welcomed and encouraged to provide their input during the citizen comment portion of the meeting.

COMMENTS AND SUGGESTIONS FROM CITIZENS - None

NEW BUSINESS

CONSIDER CLASS "A" FERMENTED MALT BEVERAGE AND "CLASS A" INTOXICATING LIQUOR (OFF PREMISE CONSUMPTION ONLY) LICENSES FOR FRANNIE'S MARKET LLC, W61 N486 WASHINGTON AVENUE, CEDARBURG, WI 53012, SARAH PRASSER, AGENT; PREMISE TO BE LICENSED: W61 N486 WASHINGTON AVENUE, KNOWN AS FRANNIE'S MARKET.

A motion was made by Council Member Burkart, seconded by Council Member Simpson to approve a Class "A" Fermented Malt Beverage and "Class A" Intoxicating Liquor (off premise consumption only) Licenses for Frannie's Market LLC. Motion carried without a negative vote with Council Members Bublitz and Verhaalen excused.

ADJOURNMENT

Motion made by Council Member Arnett, seconded by Council Member Thome, to adjourn the meeting at 6:53 p.m. Motion carried without a negative vote with Council Members Bublitz and Verhaalen excused.

Tracie Sette
City Clerk

CITY OF CEDARBURG

MEETING DATE: December 14, 2020

ITEM NO: 8.A.

TITLE: Discussion on ordinance prohibiting swimming in cedar creek and quarries.

ISSUE SUMMARY: We currently have an ordinance that prohibits swimming in Cedar Creek and quarries from city owned land.

SEC. 12-1-7 SWIMMING PROHIBITED IN CEDAR CREEK OR QUARRIES. (Ord. 99-38) No person shall bathe or swim in Cedar Creek or any tributary streams thereof or any quarry within or adjacent to any public park in said City.

This ordinance was created based on potential risk factors related to swimming in the creek which were unrelated to any contamination in the creek. Swimming in the quarries was and continues to be prohibited based on current levels of contamination. A report done prior to the Mercury Marine cleanup of the creek shows that the exposure levels to adult/children swimming, kayaking, and canoeing was at acceptable levels. The concern was and continues to be for anglers exposed through fish consumption. Since the initial report was done Mercury Marine has cleaned up the contamination in the creek. Based on our Insurance Company (CVMIC) recreational immunity would apply as a protection for the City should an accident occur. They also recommend that even though we do not have a duty to post signage, best practices would be to place warning signs in the most used areas and recommend that we conduct a site inspection if the proposed activities can be done safely. Despite these protections it is important to remember that the City can still be sued, which puts our \$17,500 Self Insured Retainer (SIR) on the line for defense costs.

Based on this additional information should the city allow people to enter and use Cedar Creek from city property?

STAFF RECOMMENDATION: Allow people to enter Cedar Creek from established areas of city property for swimming, kayaking, and canoeing but keep prohibition for quarries. Language to prohibit people from going on the dams should be added. Our insurance company has reviewed the issue and does not feel allowing people to do so would increase liability for the city.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

BUDGETARY IMPACT: Possible signage costs in parks.

ATTACHMENTS: Park Rules and Regulations, Sec. 12-1-17 Policy, DNR water quality report

INITIATED/REQUESTED BY: Police Chief Thomas Frank

FOR MORE INFORMATION CONTACT: City Administrator Hilvo and Police Chief Frank

**THE FOLLOWING ARE JUST SOME OF THE MORE COMMON RULES AND
REGULATIONS GOVERNING USE OF CITY OF CEDARBURG PARKS.**

1. Permits: Anyone desiring use of a specific park area for their particular group; or anyone who wants to bring beer, wine and/or wine coolers under 6% alcohol by volume (no hard liquor allowed) into a public park, must apply for and obtain a Park Reservation Permit. This permit is obtained through the Parks and Recreation Secretary.
2. Sale of Alcohol: If beer, wine and/or wine coolers under 6% alcohol by volume are to be sold, a Temporary Class "B" license must be obtained from the City Clerk's Office. This requires Common Council approval.
3. Tents: Requests to erect any tents in City parks must be made in writing to the Director of Parks and Recreation, for approval. The individual/organization will be responsible for contacting Diggers Hotline at least three (3) days prior to erecting the tent and for any damages resulting from the erection of the tent.
4. Fires: No person shall start, tend, or maintain a fire except in personal grills or designated fireplaces. Personal grills shall be used only in designated picnic areas. The use of personal grills is permitted provided lawns and vegetation are not endangered. Unburned fuel and ashes shall be disposed of in such a manner as to prevent fire or damage to any park.
5. Boating: Boating of any type is prohibited on lagoons in city parks.
6. Swimming: No person shall bathe, swim or wade in Cedar Creek or any tributary streams or any quarry within or adjacent to any public park in the City.
7. Park Hours: Except for authorized events and subject to certain exceptions listed below, all City parks shall be closed from 11:00 p.m. to 5:00 a.m. the following day, and it shall be unlawful to enter in or be upon any park or playground after the designated closing time.
 - (1) All Children's Playground and shelter/restroom shall be closed from 10:00 p.m. to 5:00 a.m. in Centennial Park. (Ord. 95-05)
8. Skateboards: No person may use or ride a skateboard or any roller device within the boundaries of Adlai Horn Park or Cedar Creek Park.
9. Motorized Vehicles: Motor vehicles are restricted to the roads and drives and parking areas. Vehicles are allowed to drop off people and picnic supplies etc., at Cedar Creek Shelter. **At Cedar Creek Park cars must be parked on Portland Rd. not in the park.** No person shall operate any off-the-road vehicles, motorcycle, snowmobile, trail bike, all-terrain vehicle, truck or other motorized vehicle in any park, playground, or public area.
10. Glass beverage bottles are prohibited in parks.

11. Sound devices: No person shall operate or play any private or commercial amplifying system unless specific authority is first obtained from the Chief of Police, as permitted in the City Noise Ordinance Section 11-2-9(d).
12. Pets: Pets are prohibited in all city parks. Also, City of Cedarburg Ordinance 12-1-1(b)(9) prohibits feeding waterfowl in City parks.
13. All other Park Rules and Regulations not listed here are described in the City of Cedarburg Code of Ordinances Section 12.
14. Questions and Inquiries: Contact the Parks and Recreation Office during business hours of 8:30 - 11:30 a.m. and 12:30 - 4:30 p.m. Monday through Friday at (262) 375-7611. If it is a weekend and you have a question about your permit, please contact the Cedarburg Police Department for assistance - (262) 375-7620.

TITLE 12

Parks and Navigable Waters

Chapter 1	Park Regulations
Chapter 2	Bulkhead Lines

CHAPTER 1

Park Regulations

12-1-1	Park Regulations
12-1-2	Radio-Controlled Models Prohibited in Parks
12-1-3	Turf Protection on Public Property
12-1-4	Park Hours
12-1-5	Ultralight Aircraft Regulated
12-1-6	Skateboards Prohibited in Specified Parks
12-1-7	Swimming Prohibited in Cedar Creek or Quarries
12-1-8	Reservation of Park Space

SEC. 12-1-1 PARK REGULATIONS. (Ord. 99-38)

- (a) **Purpose and Definition.** In order to protect the parks, parkways, recreational facilities and conservancy areas within the City from injury, damage or desecration, these regulations are enacted. The term "park" as hereinafter used in this Chapter shall include all grounds, structures and watercourses which are or may be located within any area dedicated to the public use as a park, parkway, recreation facility or conservancy district in the City.
- (b) **Specific Regulations.**
- (1) Littering Prohibited. No person shall litter, dump or deposit any rubbish, refuse, earth or other material in any park.
 - (2) Sound Devices. No person shall operate or play any private or commercial amplifying system unless specific authority is first obtained from the Chief of Police as referenced in Section 11-2-9 of the Code of Ordinances.
 - (3) Pets. Pets, including animals of any species, are prohibited in all City parks except that dogs are allowed on parking lots and paved pathways, provided the dog is on a leash not more than six (6) feet in length and is under control of the handler at all times that the dog is on City property. (Ord. 2015-17)
 - (4) Bill Posting. No person shall post, paste, fasten, paint or attach any placard, bill, notice, sign or advertising matter upon any structure, tree or other natural object in any park, except park regulations and other signs authorized by the Park and Forestry Board.
 - (5) Throwing Stones and Missiles Prohibited. No person shall throw stones or other missiles in or into any park.
 - (6) Removal of Park Equipment Prohibited. No person shall remove benches, seats,

- tables or other park equipment from any park.
- (7) Trapping. No person shall trap in any park unless specific written authority first obtained from the Chief of Police.
 - (8) Making of Fires. No person shall start, tend or maintain a fire except in personal grills or designated fireplaces. Personal grills shall be used only in designated picnic areas. The use of personal grills is permitted provided lawns and vegetation are not endangered. Unburned fuel and ashes shall be disposed of in such a manner as to prevent fire or damage to any park .
 - (9) Protection of Park Property. No person shall kill, injure, disturb or feed or attempt to injure or disturb waterfowl, birds or animals, wild or domestic, within any park, except as permitted by this Chapter. No person shall climb any tree or remove flowers or fruit, wild or cultivated, or break, cut down, trample upon, remove or in any manner injure, deface, write upon or ill use any tree, shrub, flower, flower bed, turf, soil, sand, fountain, ornament, building, structure, apparatus, bench, table, official notice, sign or other property within any park.
 - (10) Motorized Vehicles. Except for authorized maintenance vehicles, no person shall operate an unlicensed or licensed motorized vehicle outside of areas specifically designated as parking areas or areas where the operation of such vehicles is specifically permitted. Motor vehicles are restricted to the roads and drives and parking areas. No motor vehicles of any nature may be used on the seeded areas except vehicles which have authorization from the Director of Parks and Recreation for shows, rides or exhibits and then only for the purpose of loading and unloading. No person shall operate any off-the-road vehicle, motorcycle, trail bike, all-terrain vehicle, truck or other motorized vehicle in any park, playground or other public ground, including where pathways or trails have been developed and or designated for walking, hiking, jogging, running, bicycling, cross-country skiing, sledding or other pedestrian use. All motorized vehicles are limited to use of roadways specifically for their use and according to other restrictions in this Code. (Ord. 99-38)
 - (11) Snowmobiles and All-Terrain Vehicles. No person shall operate a snowmobile or all-terrain vehicle in a City park except in designated areas.
 - (12) Speed Limit. No person shall operate any vehicle in a City park in excess of 15 m.p.h. unless otherwise posted.
 - (13) Glass Beverage Bottles in Parks Prohibited. No person shall bring into, carry onto or possess while in any public park glass bottles or glass containers, including those containing or normally used for containing soda water, fermented malt beverages or alcohol.
 - (14) Reckless Driving in Parks Prohibited. No person shall operate a motor vehicle in a reckless manner in any of the public parks of the City.
 - (15) Parking in Parks. Motor vehicle parking in City parks shall be permitted only in designated parking areas and shall not be permitted between 11:00 p.m. and 5:00 a.m., except by permit issued by the Cedarburg Police Department.
 - (16) Horse and Carriages. No person shall ride a horse or drive a horse-driven vehicle in any park, except on roads or designated bridle paths, except when approval of the

Park and Forestry Board is first obtained. It shall be unlawful for any person to ride a horse or drive a horse-driven vehicle in a careless, negligent or reckless manner which may endanger the safety and well-being of others.

- (17) Removing Tree Protectors. No person shall remove any device for the protection of trees or shrubs.
- (18) Golfing and Sporting Activities. No golfing or practicing golf in City parks or recreation areas shall be allowed. All sporting activities must be held in areas so designated for that purpose.
- (19) Arrows. No person shall use or shoot any bow and arrow in any City park, except in authorized areas.
- (20) Fees and Charges. The Common Council, upon the recommendation of the Park and Forestry Board, shall have the authority to establish such fees as deemed necessary for use of any park facility, shelter or land area. It shall be unlawful to use such areas without payment of such fee or charge when required.
- (21) Firearms: Hunting. Possessing or discharging of any firearm or weapon of any kind is prohibited in all City Parks.
- (22) Fish Cleaning. Cleaning of fish in shelters, toilet facilities or picnic areas prohibited in all City parks.
- (23) Controlled Substances. Possessing, using or dispensing of a controlled substance in violation of the Uniform Controlled Substances Act is prohibited in all City parks.
- (24) Camping. Overnight camping is not permitted in any City park.
- (25) Utility Installation and Construction. Any private construction which may in any manner encroach upon or affect the parks and parkways shall be under the direction and jurisdiction of the Park and Forestry Board and no such installation, repair or construction shall commence without the written permission therefor from the Park and Forestry Board. All public works, including construction and installation of power lines, hydrants, sewers and the like shall be commenced only after notice to the Park and Forestry Board of the City's intention so to do. Where practicable, such construction and installation shall be performed pursuant to recommendations by the Park and Forestry Board.
- (26) Boating on Lagoons. Boating of any type is prohibited on lagoons in City parks.
- (27) Feeding of Waterfowl. Feeding of waterfowl in City parks is prohibited. (Ord. 97- 08a)
- (28) Erecting of Tents. Requests to erect any tents in City parks must be made in writing to the Director of Parks and Recreation. Approval or denial of the request will be at the discretion of the Director of Parks and Recreation. The individual/organization will be responsible for contacting Diggers Hotline at least three (3) days prior to erecting the tent and for any damages resulting from the erection of the tent.

SEC. 12-1-2 RADIO-CONTROLLED MODELS PROHIBITED IN PARKS.

No person shall operate a radio-controlled model airplane, helicopter, boat or vehicle in any park in the City except in areas specifically designated and posted for such purpose.

SEC. 12-1-3 TURF PROTECTION ON PUBLIC PROPERTY.

Except as authorized by the Common Council, no person shall dig into the turf of any City-owned property for any purposes whatsoever or remove any trees or flowers. Absent authorization by the Common Council, the use of metal detectors and digging for buried objects on City property is prohibited.

SEC. 12-1-4 PARK HOURS. (Ord. 95-05) (Ord. 2002-20) (Ord. 2003-27)(Ord. 2007-21)

- (a) **Park Hours.** Except for authorized events and subject to certain exceptions listed below, all City parks shall be closed from 11:00 p.m. to 5:00 a.m. the following day, and it shall be unlawful to enter in or be upon any park or playground after the designated closing time.
 - (1) All Children's Playground and shelter/restroom shall be closed from 10:00 p.m. to 5:00 a.m. in Centennial Park.
 - (2) Skate Facility shall be closed from 8 p.m. to 7 a.m.
 - (3) Park hours shall be waived for Interurban Bridge Park and Cedar Creek Walkway.
- (b) **Exceptions to Closing Hours.** Director of Parks and Recreation may modify closing hours for particular events.
- (c) **Park Closing and opening Dates.** The Park and Forestry Board will have full authority to open and close any park, swimming pool, recreational facility or area because of season, condition, construction or when, in the interest of public safety, it is deemed necessary.
- (d) **Emergency Authority.** Notwithstanding any regulations to the contrary, the City law enforcement authorities are authorized to close any park at any time that they determine that an emergency exists and to keep such park closed until such time as they determine that an emergency ceases to exist, or to close any park prior to the posted closing time when deemed to be in the best interests of the City to do so.

SEC. 12-1-5 ULTRALIGHT AIRCRAFT REGULATED.

- (a) **Definition.** An ultralight aircraft, vehicle or hang glider is an unpowered or powered aircraft which is not subject to extensive regulation by the Federal Aviation Administration by virtue of its characteristics and which is defined as an ultralight vehicle by 14 C.F.R. Sec. 103.1 and which is defined as an ultralight aircraft by Sec. 114.195, Wis. Stats.
- (b) **Regulations Regarding Use.**
 - (1) No person shall operate any ultralight aircraft within the City in such a manner or in such a location as to endanger or injure any person or property. No person shall operate an ultralight aircraft in the City in violation of any applicable state and federal regulations and standards. No person shall cause an ultralight aircraft to land or to take off from any property without permission of the owner or occupant of said property, provided that an emergency landing may be made to prevent a catastrophe. In the case of landing or taking off from a City public park or other City property, the operator of such ultralight aircraft shall first obtain a permit from the Park and Forestry Board. No fee shall be charged for the Park and Forestry Board permit

which may be issued for a period up to thirty (30) days nor shall the Park and Forestry Board sponsor such activity.

- (2) Any person desiring to land or to take off from any property owned by the City of Cedarburg shall, prior to receiving a permit, procure evidence of insurance as prescribed by the City's Schedule of Insurance Requirements. Evidence of such insurance shall include a certificate of insurance naming the City of Cedarburg as an additional insured and said certificate shall be filed with the City Clerk at the time the applicant seeks a permit.

SEC. 12-1-6 SKATEBOARDS PROHIBITED IN SPECIFIED PARKS. (Ord. 91-21)

No person may ride or otherwise use any roller device within the boundaries of Adlai Horn Park or Cedar Creek Park.

SEC. 12-1-7 SWIMMING PROHIBITED IN CEDAR CREEK OR QUARRIES. (Ord. 99-38)

No person shall bathe or swim in Cedar Creek or any tributary streams thereof or any quarry within or adjacent to any public park in said City.

SEC. 12-1-8 RESERVATION OF PARK SPACE. (Ord. 99-38)

- (a) **Policy on Reservation.** The City-owned park and park facilities and shelter areas are primarily for the nonexclusive use of the residents and visitors of the City. However, under proper circumstances, exclusive use of the same or parts thereof may be permitted. This Section is intended to regulate exclusive use of municipally-owned parks, park facilities, park shelters or parts thereof in the City to the end that the general welfare of the City is protected.
- (b) **Reservation of Park Space.** A person or group, firm organization, partnership or corporation may reserve the use of a park facility or a park shelter by written application filed with the Parks and Recreation Department for a permit for exclusive use of the same. The Parks and Recreation Department shall issue permits for exclusive use of a portion of a park or park shelter and permits for the exclusive use of City parks. Park facilities are reserved on a first-requested, first-reserved basis.
- (c) **Application.** Applications shall be filed with the Parks and Recreation Department at least thirty (30) days prior to the date on which the exclusive use of the entire park is requested, or at least three (3) days prior to the date on which a park shelter or a portion of a park is to be used, and shall set forth the following information regarding the proposed exclusive use:
 - (1) The name, address and telephone number of the applicant.
 - (2) If the exclusive use is proposed for a group, firm, organization, partnership or corporations the name, address and telephone number of the headquarters of the same and the responsible and authorized heads or partners of the same.
 - (3) The name, address and telephone number of the person who will be responsible for the use of the said park, area or facility.

- (4) The date when the exclusive use is requested and the hours of the proposed exclusive date.
- (5) The anticipated number of persons to use the said park, area or facility. Any additional information which is deemed reasonably necessary to a fair determination as to whether a permit should be issued.
- (d) **Reservation Fees and Deposits.** Subject to the provisions of Subsection (h), all applicants for reservation of park space or park buildings for which a permit is required shall pay fees and security deposits as set forth in Policy PR-1, Park Reservations, as the same from time to time may be amended. (Ord. 90-20) (Ord. 90-25) (Ord. 90-29)
- (e) **Action on Application.** The Park and Forestry Board or appropriate committee thereof shall act promptly on all applications for permits for exclusive park use (not shelter use) after consulting with the applicant, if necessary.
- (f) **Reasons for Denial.** Applicants may be denied for any of the following reasons:
 - (1) If it is for a use which would involve a violation of Federal or State law or any provision of this Code.
 - (2) If the granting of the permit would conflict with another permit already granted or for which application is already pending.
 - (3) If the application does not contain the information required by Subsection (c) above.
 - (4) The application is made less than the required days in advance of the scheduled exclusive use.
 - (5) If it is for a use of the park or park facility at a date and time when, in addition to the proposed use, anticipated nonexclusive use by others of the park or park facility is expected and would be seriously adversely affected.
 - (6) If the law enforcement requirements of the exclusive use will require so large a number of persons as to prevent adequate law enforcement to the park, park facility or shelter area involved or of the rest of the City.
 - (7) The exclusive use will reasonably create a substantial risk of injury to persons or damage to property.
 - (8) The exclusive use is so poorly organized that participants are likely to engage in aggressive or destructive activity.
- (g) **Indemnification.** Prior to granting any permit for exclusive use of the park, the City may require the permittee to file evidence of good and sufficient sureties, insurance in force or other evidence of adequate financial responsibility, running to the City and such other third parties as may be injured or damaged, in an amount depending upon the likelihood of injury or damage as a direct and proximate result of the exclusive use sufficient to indemnify the City and such third parties as may be injured or damaged thereby, caused by the permittee, its agents or participants.
- (h) **Permit Not Required For City Activity.** A permit is not required for exclusive use of the park or a park facility sponsored by the City.
 - (1) A permit is not required for exclusive use of the park or a park facility where such use is sponsored by the City. (Ord. 90-29)
 - (2) The Common Council shall have the authority to grant a variance to or waiver of fees required under this ordinance and Policy PR-1, Park Reservations, for such

community events as it deems appropriate. (Ord. 90-29)

- (i) **Permit Revocation.** The Common Council, Park and Forestry Board and/or Chief of Police after granting a permit may revoke a permit already issued if it is deemed that such action is justified by an actual or potential emergency due to weather, fire, riot, other catastrophe or likelihood of breach of the peace or by a major change in the conditions forming the basis of the issuance of the permit.
- (j) **Form of Permit.** Each permit shall be in a form prescribed by the City and shall designate the park, park facility or shelter area involved, date, hours of the exclusive use, purpose of the exclusive use and the name of the person, group, firm, organization, partnership or corporation to which the permit is issued.
- (k) **Class B Fermented Malt Beverage.** When fermented malt beverages are sold at any event authorized by this Section, a valid Fermented Malt Beverage license shall be obtained and the provisions of Sections 7-2-11 and 11-5-1 shall be fully complied with. Said license must be held by the person who filed the original license and shall be presented to any law enforcement officer upon request.

Cross Reference: Sections 7-2-11 and 11-5-1.

CHAPTER 2

Bulkhead Lines

12-2-1 Bulkhead Lines Established

SEC. 12-2-1 BULKHEAD LINES ESTABLISHED.

- (a) The bulkhead line of that part of Cedar Creek shore of Ozaukee County, hereinafter described and more particularly shown by the map on file with the City Clerk, is established and determined as set forth in the following description and the attached map, subject to the approval of the Department of Natural Resources; namely:

That part of the SE 1/4 of the NW 1/4 of Section 35, T 10 N, R 21 E, City of Cedarburg, Ozaukee Co., Wis., (being parts of Lots 4 and 21, Block 1 of "Assessor's Plat No. 2") described as follows:

Commencing at the S.W. Corner of Lot 12, Block 3 of "Cedarwood Subdivision," a subdivision in said Lot 4, Block 1, thence S 36E 17' W, along the easterly line of Park Street, 338.95'; thence S 69E 42' E, 145.80'; thence S 81E 44' E, 369.68' to the point of beginning of land herein described:

Thence N 14E 26' E, 47.20'; thence N 72E 16' E, 38.20'; thence S 31E 11' E, 82.30'; thence S 22E 29' E, 142.20'; thence S 18E 15' E, 366.67'; thence N 38E 17' W, 105.00'; thence N 35E 17' W, 135.30'; thence N. 26E 07' W, 148.00'; thence N 17E 12' W, 174.73' to the point of beginning.

- (b) Three (3) certified copies of the ordinances, together with three (3) true and correct copies of such map, shall be submitted to the Department of Natural Resources for its approval:
- (1) One (1) in the office of the Department of Natural Resources;
 - (2) One (1) in the office of the City Clerk of the City Cedarburg, Wisconsin; and
 - (3) One (1) in the office of the Register of Deeds for and in Ozaukee County, Wisconsin.

exposure to PCBs in surface (0 to 1 foot bgs) soils, surface water, sediment, and fish. Consistent with USEPA (1989a) guidance, the potential for carcinogenic risks and non-carcinogenic health hazards are evaluated separately. As described below, the fish consumption pathway is the principal risk driver for both carcinogenic risks and non-carcinogenic hazards.

The results of the risk characterization are presented in RAGS Part D format (USEPA, 2001). Values for cancer and non-cancer intakes, cancer risks, and non-cancer hazards are presented in the table 6-7 series. Cancer risks and non-cancer hazards for individual exposure routes (i.e., ingestion, dermal contact, and inhalation, as applicable) are presented in the table 6-9 series for each medium (i.e., soil, surface water, sediment, and fish). The table 6-10 series presents risks and hazards that are above USEPA's target risk management range (1×10^{-4} to 1×10^{-6}) and/or a non-cancer hazard index (HI) of 1.

Risks and hazards for the CT scenario are presented in Appendix E.

6.1.5.1 Non-Carcinogenic Health Hazards

The HI is used to characterize potential non-carcinogenic health hazards associated with exposure to multiple chemicals. This approach assumes that sub-threshold chronic exposures to multiple chemicals are additive. The HI is calculated as follows:

$$HI = E1/RfD1 + E2/RfD2 + \dots + Ei/RfDi$$

where:

HI = Hazard Index

E/RfD = Hazard Quotient (HQ)

Ei = Exposure intake for the i^{th} chemical (mg/kg-day)

RfDi = RfD for the i^{th} chemical

A hazard quotient (HQ) value greater than 1 indicates that a calculated exposure is greater than the RfD for a given constituent and that there may be some potential for health concerns. Similarly, a HI greater than 1 indicates that overall exposure to all chemicals of interest may present a concern (USEPA, 1989a). Because PCBs are the only constituent of concern addressed in this HHRA, HQ and HI values are the same.

The evaluation of non-carcinogenic hazards focuses on the potential exposure of child and adult receptors (i.e., residents and park users) to surface soils along Columbia Pond, adult recreational users (e.g., kayakers, canoeists) potentially exposed to surface soils, sediment, and/or surface water along the four Site reaches, and local anglers potentially exposed to fish and sediment from the four Site reaches. For Columbia Pond, exposure of adult recreational receptors to sediments and exposure of swimmers to surface water and sediment were also evaluated. A residential scenario (i.e., residential exposure to floodplain soils) was also evaluated for Wire and Nail Pond, Downstream of Wire and Nail Pond to Former Hamilton Pond, and downstream of Former Hamilton Pond. Results for each reach of Cedar Creek are discussed separately below.

Columbia Pond

Non-carcinogenic HIs for potential exposure of child and adult recreational (park) receptors to PCBs in surface soils under a RME scenario are less than 1 (Tables 6-7.1.RME and 6-7.2.RME). Likewise, non-carcinogenic hazards for potential exposure of child and adult residential receptors to PCBs in surface soils under an RME scenario are less than 1 (Tables 6-7.3.RME and 6-7.4.RME). The HI for potential exposure of recreational users (e.g., kayakers, canoeists) to surface soils, sediments, and surface water under a RME scenario is less than 1 (Table 6-7.5.RME). Similarly, the RME HI for swimmers exposed to sediments and surface water is less than 1 (Table 7.6.RME). However, non-carcinogenic RME HIs for potential exposure of local anglers (adults and children) to PCBs in fish as a result of fish consumption and dermal contact with sediment are greater than 1 and thus exceed the USEPA target (Tables 6-7.16.RME and 6-7.17.RME).

In summary, the non-cancer HIs for Columbia Pond are:

Receptor	RME HI	Summary Table(s)
Recreational (park) user, child	0.2	Table 6-9.1.RME
Recreational (park) user, adult	0.03	Table 6-9.2.RME
Resident, child	0.7	Table 6-9.3.RME
Resident, adult	0.08	Table 6-9.4.RME
Recreational user, adult (kayaker, canoeist)	0.4	Table 6-9.5.RME
Recreational user, adult (swimmer)	0.3	Table 6-9.6.RME
Local angler, adult	100	Table 6-9.16.RME
Local angler, child	200	Table 6-9.17.RME

Wire and Nail Pond

The non-carcinogenic HI for potential exposure of adult recreational users (e.g., kayakers, canoeists) to PCBs in surface soils and surface water under a RME scenario is less than 1 (Table 6-7.7.RME). Likewise, residential HIs (child and adult) are equal to or less than 1 (Tables 6-7.8.RME and 6-7.9.RME). The RME HIs for the local angler (adult and child) exposed via the fish consumption pathway exceed the USEPA target of 1 (Tables 6-7.18.RME and 6-7.19.RME).

In summary, the non-cancer HIs for Wire and Nail Pond are:

Receptor	RME HI	Summary Table(s)
Recreational user, adult (kayaker, canoeist)	0.05	Table 6-9.7.RME
Resident, child	1	Table 6-9.8.RME
Resident, adult	0.1	Table 6-9.9.RME
Local angler, adult	80	Table 6-9.18.RME
Local angler, child	100	Table 6-9.19.RME

Downstream of Wire and Nail Pond and Former Hamilton Pond

The non-carcinogenic HI for potential exposure of adult recreational users (e.g., kayakers, canoeists) to PCBs in surface soils, sediment, and surface water under a RME scenario is less than 1 (Table 6-7.10.RME). Likewise,

RME HIs for the adult and child resident are less than 1 (Tables 6-7.11.RME and 6-7.12.RME). The RME HI for the child resident is slightly higher than 1 (HI = 2; Table 6-7.11.RME) and thus exceeds the USEPA target. The RME HIs for the local angler (adult and child) are greater than 1 and thus exceed the USEPA target (Tables 6-7.20.RME and 6-7.21.RME).

In summary, the non-cancer HIs for downstream of Wire and Nail Pond up to and including Former Hamilton Pond are:

Receptor	RME HI	Summary Table(s)
Recreational user, adult (kayaker, canoeist)	0.1	Table 6-9.10.RME
Resident, child	2	Table 6-9.11.RME
Resident, adult	0.3	Table 6-9.12.RME
Local angler, adult	100	Table 6-9.20.RME
Local angler, child	200	Table 6-9.21.RME

Downstream of Former Hamilton Pond

The non-carcinogenic HI for potential exposure of adult recreational users (e.g., kayakers, canoeists) to PCBs in surface soils and sediment under a RME scenario is less than 1 (Table 6-7.13.RME). (Surface water samples were not collected recently from this reach of Cedar Creek. Therefore, potential surface water exposures were not evaluated.) Likewise, the RME HI for the adult resident is less than 1 (Table 6-7.15.RME). The RME HI for the child resident is slightly higher than 1 (HI = 2; Table 6-7.14.RME) and thus exceeds the USEPA target. The RME HIs for the local angler (adult and child) exceed the USEPA target of 1 (Tables 6-7.22.RME and 6-7.23.RME).

In summary, the non-cancer HIs for downstream of Former Hamilton Pond are:

Receptor	RME HI	Summary Table(s)
Recreational user, adult (kayaker, canoeist)	0.04	Table 6-9.13.RME
Resident, child	2	Table 6-9.14.RME
Resident, adult	0.2	Table 6-9.15.RME
Local angler, adult	100	Table 6-9.22.RME
Local angler, child	200	Table 6-9.23.RME

6.1.5.2 Carcinogenic Risk

Carcinogenic risk is expressed as a probability of developing cancer over the course of a lifetime as a result of a given level of exposure (USEPA, 1989a). For a given chemical and exposure route, carcinogenic risk is calculated as follows:

$$\text{Risk} = E \times SF$$

where:

$$E = \text{Exposure Intake (mg/kg-day)}$$

$$SF = \text{Slope Factor (mg/kg-day)}^{-1}$$

The USEPA uses a range of cancer risks of 1×10^{-4} to 1×10^{-6} as a "target range within which the Agency strives to manage risks as part of a Superfund cleanup" (USEPA, 1991). The NCP states that "for known or suspected carcinogens, acceptable exposure levels are generally concentration levels that represent an excess upper

bound lifetime cancer risk to an individual of between 1×10^{-4} to 1×10^{-6} (USEPA, 2003a).

The evaluation of carcinogenic risks focuses on the potential exposure of child and adult receptors (i.e., residents and park users) to surface soils along Columbia Pond, adult recreational users (e.g., kayakers, canoeists) potentially exposed to surface soils, sediment, and/or surface water along the four Site reaches, and local anglers potentially exposed to fish and sediment from the four Site reaches. For Columbia Pond, exposure of adult recreational receptors to sediments and exposure of swimmers to surface water and sediment were also evaluated. Exposure of residential receptors to floodplain soils was also evaluated for Wire and Nail Pond, downstream of Wire and Nail Pond to Former Hamilton Pond, and downstream of Former Hamilton Pond. Results for each reach of Cedar Creek are discussed separately below.

Columbia Pond

Carcinogenic risks for potential exposure of child and adult recreational (park) receptors to PCBs in surface soils under a RME scenario are below the USEPA (1991) target risk range of 1×10^{-4} to 1×10^{-6} (see Tables 6-7.1.RME and 6-7.2.RME). Total cancer risk for the aggregate recreational park user (child + adult) is 1×10^{-6} , which is the lower end of USEPA's (1991) target risk range of 1×10^{-4} to 1×10^{-6} . Carcinogenic risks for child and adult residential receptors exposed to PCBs in surface soils under a RME scenario are also within USEPA's target risk range (Tables 6-7.3.RME and 6-7.4.RME). Specifically, total cancer risk for the aggregate residential receptor (child + adult) under a RME scenario is 4×10^{-6} . Carcinogenic risks for potential exposure of recreational users (e.g., kayakers, canoeists) to surface soils, sediment, and surface water are also within USEPA's (1991) target risk range (total RME risk = 6×10^{-6} , Table 6-7.5.RME). Likewise, carcinogenic risks for exposure of swimmers to sediments and surface water (total RME risk = 5×10^{-6}) are within USEPA's target risk range (Table 6-7.6.RME). Carcinogenic risks for potential exposure of local anglers (adult and child) to PCBs in fish and sediment under an RME scenario are greater than USEPA's target risk range (adult + child RME risk = 2×10^{-3} ; Tables 6-7.16.RME and 6-7.17.RME).

In summary, the carcinogenic risks for Columbia Pond are:

Receptor	RME Risk	Summary Table(s)
Recreational (park) user, child + adult	1×10^{-6}	Tables 6-9.1.RME and 6-9.2.RME
Resident, child + adult	4×10^{-6}	Tables 6-9.3.RME and 6-9.4.RME
Recreational user, adult (kayaker, canoeist)	6×10^{-6}	Table 6-9.5.RME
Recreational user, adult (swimmer)	5×10^{-6}	Table 6-9.6.RME
Local angler, adult + child	2×10^{-3}	Tables 6-9.16.RME and 6-9.17.RME

Wire and Nail Pond

Carcinogenic risks for potential exposure of recreational users (e.g., kayakers, canoeists) to PCBs in surface soils and surface water are below USEPA's (1991) target risk range (total RME risk = 2×10^{-7} ; Table 6-7.7.RME). Carcinogenic risks for potential exposure of residents (child + adult) to floodplain soils are within USEPA's target risk range (Tables 6-7.8.RME and 6-7.9.RME). Total risks for residential receptors (child + adult) are 5×10^{-6} under an RME scenario. Carcinogenic risk for potential exposure of local anglers to PCBs in fish under an RME scenario is greater than USEPA's (1991) target risk range (RME risk = 1×10^{-3} ; Table 6-7.17.RME).

In summary, the carcinogenic risks for Wire and Nail Pond are:

Receptor	RME Risk	Summary Table(s)
Recreational user, adult (kayaker, canoeist)	2×10^{-7}	Table 6-9.7.RME
Resident, child + adult	6×10^{-6}	Tables 6-9.8.RME and 6-9.9.RME
Local angler, adult + child	1×10^{-3}	Tables 6-9.18.RME and 6-9.19.RME

Downstream of Wire and Nail Pond and Former Hamilton Pond

Carcinogenic risks for potential exposure of recreational users (e.g., kayakers, canoeists) to PCBs in surface soils, sediment, and surface water are at the low end of USEPA's (1991) target risk range (total RME risk = 1×10^{-6} ; Table 6-7.10.RME).

Carcinogenic risks for potential exposure of residents (child + adult) to floodplain soils are within USEPA's target risk range (Tables 6-7.11.RME and 6-7.12.RME). Total risks for residential receptors (child + adult) are 1×10^{-5} under an RME scenario.

Carcinogenic risk for potential exposure of local anglers (adult and child) to PCBs in fish and sediment under an RME scenario is greater than USEPA's (1991) target risk range (RME risk = 3×10^{-3} ; Tables 6-7.20.RME and 6-7.21.RME).

In summary, the carcinogenic risks for downstream of Wire and Nail Pond up to and including Former Hamilton Pond are:

Receptor	RME Risk	Summary Table(s)
Recreational user, adult (kayaker, canoeist)	1×10^{-6}	Table 6-9.10.RME
Resident, child + adult	1×10^{-5}	Tables 6-9.11.RME and 6-9.12.RME
Local angler, adult + child	3×10^{-3}	Tables 6-9.20.RME and 6-9.21.CT

Downstream of Former Hamilton Pond

Carcinogenic risks for potential exposure of recreational users (e.g., kayakers, canoeists) exposed to PCBs in surface soils and sediment are below USEPA's (1991) target risk range (RME risk = 5×10^{-7} ; Table 6-7.13.RME). (Surface water data were not collected from this reach of Cedar Creek. Therefore, potential surface water exposures were not evaluated.) Carcinogenic risks for potential exposure of residents (child + adult) to floodplain soils are within USEPA's target risk range of 1×10^{-4} to 1×10^{-6} (Tables 6-7.14.RME and 6-7.15.RME). Total risks for residential receptors (child + adult) are 9×10^{-6} under an RME scenario. Carcinogenic risk for potential exposure of local anglers to PCBs in fish and sediment under an RME scenario is greater than USEPA's (1991) target risk range (RME risk = 3×10^{-3} ; Table 6-7.19.RME).

In summary, the carcinogenic risks for downstream of Former Hamilton Pond are:

Receptor	RME Risk	Summary Table(s)
Recreational user, adult (kayaker, canoeist)	5×10^{-7}	Table 6-9.13.RME
Resident, child + adult	9×10^{-6}	Tables 6-9.14.RME and 6-9.15.RME
Local angler, adult + child	3×10^{-9}	Tables 6-9.22.RME and 6-9.23.RME

Dioxin/Dibenzofuran Data

Please note that there were also three sediment samples from Columbia Pond that were analyzed for chlorinated dioxins/dibenzofurans. To assess the potential risk significance of these data, total 2,3,7,8-TCDD toxic equivalent (TEQ) concentrations were calculated for each sample using congener-specific toxicity equivalency factors (TEFs) from van den Berg et al. (1998) (see Table 6-20). Table 6-20 shows total PCB concentrations and total TEQ concentrations in each of the three sediment samples. Inclusion of these TEQ concentrations in risk calculations would cause no change in risk estimates presented above, as TEQ-related contributions to risk would be less than 15% in each sample.

Geese Tissue Data

As discussed previously in Section 3.4.2, WDNR and UWTF obtained PCB data for geese collected somewhere in Cedarburg (Table 3-12). These data are not useful for determining nature and extent of contamination because specific collection locations were not provided, and because Canada geese are migratory and are likely exposed to PCB sources other than at the Cedar Creek site. As noted in Table 3-12, however,

some samples' lipid-normalized PCB concentrations exceeded the FDA PCB tolerance limit of 3 ppm (fat basis) for poultry. Based solely on the comparison of tissue data to the FDA tolerance limit, there may be some human health risks associated with consumption of geese in Cedarburg, but it is uncertain if these PCB concentrations are attributable to the Site. Further, there is currently a "do not eat" waterfowl consumption advisory in effect for Canada geese from waters in the City of Cedarburg (WDNR, 2010a) that would limit potential exposures and risks.

6.1.6 Uncertainty Analysis

There are various sources of uncertainty inherent in the risk assessment process. These sources include uncertainties associated with exposure parameters and toxicity factors for which conservative assumptions are typically used so as not to underestimate risk. The objective of an uncertainty analysis is to present key information regarding assumptions and uncertainties in the risk assessment process to place the quantitative risk estimates in proper perspective (USEPA, 1989a). Discussions pertaining to the CT scenario are also presented in the uncertainty section.

6.1.6.1 Central Tendency Exposure Scenarios

Fish Ingestion Rates and Fraction Ingested

The mean (50th percentile) fish ingestion rate of 12 g/day from the Fiore et al. (1989) study, which was derived using a meal size of 227 grams, was used as the CT fish ingestion rate for the adult angler in the HHRA; the ingestion rate used for the child angler represents one-third of the adult value (4 g/day). FI factors used to evaluate the CT fish consumption pathway consisted of an FI factor of 0.5 for Columbia Pond, which assumes 50% of the total sport-caught fish ingested by an angler comes from this reach of the creek, and an FI factor of 0.1 for the other downstream reaches (Wire and Nail Pond, Downstream of Wire and Nail Pond to Former Hamilton Pond, and downstream of Former Hamilton Pond), which assumes that 10% of the total sport-caught fish ingested by an angler come from these reaches of the creek.

CITY OF CEDARBURG

MEETING DATE: December 14, 2020

ITEM NO: 8.B.

TITLE: Consider award of contract to R.A. Smith for TID #6 construction related services associated with phase 2 and 3 Business Park construction; and action thereon.

ISSUE SUMMARY: R A Smith is currently under contract with the City to complete the Business Park engineering design. With the site grading work now complete, the utility and road construction will begin early in 2021. The engineering services associated with this construction include: construction staking, construction administration, record drawing preparation, and construction inspection. DNR requires full time inspection of utilities.

R. A. Smith has provided a proposal which includes their hourly rates and an estimate of the hours required.

STAFF RECOMMENDATION: Staff recommends approving the engineering construction related services contract with R A Smith for an estimated total of \$245,000. Award of this contract should be made contingent on the City awarding the phase 2 and 3 construction contracts.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: Estimated \$245,000 from TIF #6 professional services. Total design and construction related services budgeted for TIF # 6 is slightly over \$1,000,000 and our actual totals will be well under that.

ATTACHMENTS: Copy of R.A. Smith proposal.
TIF #6 Project Plan projected costs

INITIATED/REQUESTED BY: Tom Wiza/Mike Wieser

FOR MORE INFORMATION CONTACT: Tom Wiza 262-375-7610

December 9, 2020

Mr. Tom Wiza, P.E.
Director of Engineering and Public Works
City of Cedarburg
W63 N645 Washington Avenue
Cedarburg, WI 53012

**Re: STH 60 Business Park
Proposal for Professional Services-Inspection, Management and Staking Construction Services**

Dear Mr. Wiza:

Thank you for the opportunity to continue to work with you on this project. The contents of this proposal letter spell out the Description of Services to be provided, the Services Not Included, the proposed Completion Schedule, the Professional Fees, and the Assumptions and Conditions under which this proposal is being made.

- I. PROJECT NAME/SITE ADDRESS: STH Business Park Utilities and Roadway
- II. DESCRIPTION OF SERVICES TO BE PERFORMED:

As part of the continued improvements of the business park the City will be installing the utilities and roadway, along with the improvements at the STH 60 intersection and the booster station. The improvements will include the approximate following quantities: 4,600' of sanitary sewer, 4,500' of watermain, 4,100' of storm sewer and underdrain, 6,000' of curb and gutter, 2,000' of roadway and 5,000' of sidewalk. The improvements will also include the booster station.

R. A. Smith, Inc. will provide construction services for the construction of these improvements and provide an as-built survey of the complete utilities. The included services are:

Provide construction management during the course of construction consisting of periodic site visits to determine, in general, if the work is proceeding in accordance with the contract documents. We will prepare contracts and administer the pre-construction meeting prior to commencing work. Review the contractor's applications for payment and submit to the City with recommendations for payment. Provide a final walk-through and punch list and final pay application.

Review and provide comments and recommendations of shop drawings, product data and O&M documentation during construction, including booster station related mechanical and piping items. Perform witness testing and startup of equipment and systems.

We will provide a full time inspector and monitor the construction of the utilities, excavation and roadway, final restoration and provide spot inspection of the booster station. We will work with the City, Light and Water and the City Building Inspector to coordinate the inspection needs during the construction of the booster station and building.

Our survey crew will stake out the mainline sewer, water and storm sewer, along with services and structures. We will provide staking of the curb and gutter and assume one centerline staking.

Deliver excellence, vision, and responsive service to our clients.



Upon completion and acceptance by the City we will survey the entire construction limits to include the location and elevation (surface) of manhole rims, catch basins, valves, curb stops and hydrants and provide an updated CAD file and design drawings of the same to the City.

COMPLETION SCHEDULE:

We can begin work upon notice of award to the contractor. We anticipate beginning in early February, with the final completion of the roadway improvements the end of October.

III. PROFESSIONAL FEES:

The above-described construction inspection services will be provided on an hourly and expense basis. Fees will be invoiced monthly as the project proceeds. The primary representative on site during the installation of the improvements will be a Resident Inspector supplied at a rate of \$89 per hour and a Construction Manager will be involved periodically with the project at a rate of \$165 per hour. Based upon the contractor working at a typical pace and a construction schedule of 38 weeks, assuming 45 hours per week, the hourly, estimated fees for the inspection services are \$183,540, which includes the construction manager at approximately 5 hours per week. We will notify the City before exceeding these costs if the contractor's production rate is less than anticipated.

Our survey services, including the as-built survey and as-built drawings, described above are offered at an estimated amount of \$48,000. This total includes approximately \$22,000 for utilities and booster station building, \$20,000 for roadway items and \$6,000 for as-builts.

Assistance with the Booster Station improvements as noted above will range between \$12,000 and \$16,000.

Usual and customary expenses such as mileage, postage, delivery, and applicable taxes are included in the above rates and will not be invoiced separately.

IV. ASSUMPTIONS AND CONDITIONS:

Our estimated fees are based on the following set of assumptions and conditions. Deviations from these may result in additional fees:

- A. The terms and conditions set forth herein are valid for 30 days from the date of this proposal and are conditioned upon our completion of all services within 3 months of this date.
- B. The Completion Schedule and estimated fees are dictated by the contractor's production rate on the work being installed. Work performed outside of the Completion Schedule is outside of the estimated fees but services will continue to be performed at the hourly rate provided.
- C. We assume one construction crew will be operating at one time. If multiple crews are utilized we will work with the city to determine the need of two inspectors, or if the production and location allows one inspector to watch two crews. We will provide two inspectors as required, at the same rate, but



assume the production rate will also increase for the contractor so the total estimated fee should remain the same.

- D. We anticipate the staking will require red tops, offsets and curb staking along with the mainline utilities and structures. Final costs will be dependent upon contractor requests.
- E. As-built survey includes the field survey and updating the original design plans.

If there are any questions concerning those, or the scope of work as presented, please contact us. Upon authorization we will provide the necessary contract documents for final signatures.

Sincerely,

R.A. Smith, Inc.

A handwritten signature in black ink, appearing to read 'T. Hartjes'.

Troy Hartjes, P.E.
Senior Project Manager

SECTION 8:

Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the City currently expects to incur in implementing the District's Plan. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

City of Cedarburg Tax Increment District #6 Estimated Project List	
Public Infrastructure (2021)	Est. Cost
Wetland Mitigation*	\$ 281,310
Erosion Control	\$ 75,000
Demolition	\$ 62,500
Grading	\$ 737,450
Sanitary Sewer System	\$ 620,350
Sanitary Pump Station Improvements	\$ 139,900
Water Distribution System	\$ 434,550
Water Booster Station	\$ 750,000
Storm Sewer System	\$ 363,170
Storm Water Management Ponds	\$ 220,000
Internal Streets	\$ 554,300
Ped Pathways	\$ 144,400
STH 60 Improvements @ Business Park*	\$ 1,043,070
Offsite Connector Road Construction*	\$ 200,000
Gas, Electric & Communication Facilities	\$ 196,080
Engineering Design	\$ 456,240
Construction Phase Services	\$ 570,240
Contingency @ 20%	\$ 1,369,712
Finance Related Expense (2021)	\$ 200,975
Interest on Long Term Debt (2021 - 2041)	\$ 4,226,775
Administrative Expense (2021 - 2041)	\$ 174,352
Total Projects	\$ 12,820,374
*Portions or the entirety of these line items may be located in territory outside of, but within 1/2 mile of the District's boundaries and are eligible Project Cost under Wis. Stat. § 66.1105(2)(f)1.n.	

CITY OF CEDARBURG

MEETING DATE: December 14, 2020

ITEM NO: 8.C.

TITLE:

Consider approval of the preliminary plat for the Fairway Village subdivision, and action thereon.

ISSUE SUMMARY:

This preliminary plat was received on October 30, 2020, which according to **Wisconsin State Stats, Section 236.11**, starts a 90-day period to approve, approve with condition or reject the plat. Accordingly, such action must be taken on or before January 30, 2021. Staff notes that the plat mirrors the concept plan submitted as the basis for the rezoning last month and is detailed with the information necessary to meet state requirements for a preliminary plat.

Council Members are reminded that this subdivision will consist of 15 townhouse building (30 units) within the Rd-1 District, 36 single-family lots ranging in size from 10,400sf to 26,500sf within the Rs-4 District and 47 single-family lots ranging in size from 8,080sf to 18,900sf the proposed Rs-5 District. You will also recall that by using PUD zoning, you approved certain modifications to the regulations of the underlying zoning districts, including the side yard setback requirement for those lots zoned Rs-4 to be 7.5', or 15' between buildings, lots zoned Rs-5 will have a setback requirement of 5', or 10' between buildings, and the distance between the two-family buildings will be 15'. The front and rear yard setbacks for all structures in this subdivision will be 25' and for corner lots the side street yard setback will be 15'.

As reported last month, this project will include all standard public road improvements with sidewalks, street trees, sewer and water utilities and a future road at the northeast corner of the project connecting the City's Business Park roadway to Hilltop Drive in the Town of Cedarburg. Through the recording of this plat, the 5.5 acre "Baehmann Park" will be dedicated to the City and the stand of woods at the south east corner of the subdivision will be preserved.

Following preliminary plat approval, the next step in the approval process will be development agreement approval, landscape plan, subdivision identification signage plan and architectural design approval.

STAFF RECOMMENDATION:

Staff's review indicates this plat complies with State requirements for a preliminary plat and is consistent with the concept plan and the PUD zoning approved by this Council's action on October 26, 2020. Staff recommends the following stipulations as part of your action here:

- Storm water management permit required.
- All lots will require a storm sewer lateral for sump pump connection.
- The sanitary sewer at the east property line to this site is at elevation 837.56 and therefore the sewer system plans must be revised accordingly.
- The sewer and water utilities must be connected to the Business Park utilities.
- City Engineer review and approval of all utility plans.
- Engineering Department review and approval of the site grading, erosion control and storm water management plans.
- Typical per lot impact fees shall be applied.

CITY OF CEDARBURG

- The applicant providing a concrete public sidewalk between lots 29 and 30 extending from the cul-de-sac north to the future road right-of-way and then east to the Business Park.
- Installation of sewer and water utilities shall not commence in this project until after those utilities have been installed and certified complete in the Business Park.
- Sewer and water laterals shall be extended to serve property at W74N1204 Washington Avenue.
- The sewer system must be extended to the west R.O.W. line of Washington Avenue at Quail Court.
- An additional fire hydrant is needed on Oakmont Drive near lots 67 and 68.
- Evaluate burying the electric lines along the Washington Avenue frontage to this project.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

At their December 7, 2020 meeting the Plan Commission recommended approval of the preliminary plat subject to the stipulations listed under staff's recommendation above.

BUDGETARY IMPACT:

2020 Impact Fees: 113 Residential Units @ \$7,307.16/Unit = \$825,709.08

ATTACHMENTS:

- Unapproved minutes from the December 7, 2020 Plan Commission meeting.
- Copy of the Fairway Village Preliminary Plat and supporting plans.

INITIATED/REQUESTED BY:

Neumann Development, Inc

FOR MORE INFORMATION CONTACT: Jonathan Censky, City Planner, 262-375-7614

**CITY OF CEDARBURG
PLAN COMMISSION**

**PLN20201207-1
UNAPPROVED MINUTES**

December 7, 2020

A regular meeting of the Plan Commission of the City of Cedarburg was held on Monday, December 7, 2020 via the [zoom](#) app. The meeting was called to order at 7:01 p.m. by Mayor Michael J. O'Keefe.

Roll Call Present - Mayor Michael J. O'Keefe, Vice Chairperson Mark Burgoyne, Council Member Patricia Thome, Sig Strautmanis, Kip Kinzel, Adam Voltz, Heather Cain

Also Present - City Planner Jon Censky, City Administrator Mikko Hilvo, Council Member Barbara Lythjohan, Council Member Jack Arnett, Administrative Secretary Victoria Guthrie, news media

STATEMENT OF PUBLIC NOTICE

Administrative Secretary Guthrie confirmed that the agenda for the meeting had been posted and distributed in compliance with the Wisconsin Open Meetings Law.

APPROVAL OF MINUTES

A motion was made by Council Member Thome, seconded by Commissioner Kinzel, to approve the minutes of November 2, 2020. The motion carried without a negative vote.

COMMENTS AND SUGGESTIONS FROM CITIZENS

Mayor O'Keefe offered the opportunity for the public to speak on any issue unrelated to the agenda items. He advised that the Plan Commissioners would not be able to respond to any comments since they were not noticed on the agenda. No comments from the audience were offered.

**REQUEST PRELIMINARY PLAT REVIEW AND RECOMMENDATION FOR
RESIDENTIAL SUBDIVISION LOCATED AT W73N1122 WASHINGTON AVENUE –
FAIRWAY VILLAGE/NEUMANN DEVELOPMENT INC.**

Planner Censky explained that the proposed plat mirrors the concept plan submitted as the basis for the rezoning of this site, which was recommended by the Plan Commission during their September 3, 2020 meeting and approved following a public hearing at the Common Council meeting held on October 26, 2020. This plat details the information necessary to meet State requirements for a preliminary plat. Planner Censky described the subdivision as consisting of 113 total units, which includes single-family homes and townhomes. With the recent designation of PUD zoning, the developer received approval of modifications to the regulations of the underlying zoning districts with regards to various setbacks.

Planner Censky explained that the preliminary plat complies with State requirements and is consistent with the concept plan and approved rezoning; therefore, he suggests recommendation with the following stipulations:

- Storm water management permit required.
- All lots will require a storm sewer lateral for sump pump connection.
- The sanitary sewer at the east property line to this site is at elevation 837.56 and therefore the sewer system plans must be revised accordingly.
- The sewer and water utilities must be connected to the Business Park utilities.
- City Engineer review and approval of all utility plans.
- Engineering Department review and approval of the site grading, erosion control and storm water management plans.
- Typical per lot impact fees shall be applied.
- The applicant providing a concrete public sidewalk between lots 29 and 30 extending from the cul-de-sac north to the future road right-of-way and then east to the Business Park.
- Installation of sewer and water utilities shall not commence in this project until after those utilities have been installed and certified complete in the Business Park.
- Sewer and water laterals shall be extended to serve property at W74N1204 Washington Avenue.
- The sewer system must be extended to the west R.O.W. line of Washington Avenue at Quail Court.
- An additional fire hydrant is needed on Oakmont Drive near lots 67 and 68.
- Evaluate burying the electric lines along the Washington Avenue frontage to this project.

Once the preliminary plat has been approved, the next step in the approval process will be submitting the final plat, architectural design, landscape plans, subdivision identification signage and development agreement to the Plan Commission for review and approval.

Project Developers Bryan Lindgren and Steve DeCleene from Neumann Developments were in attendance. Developer Lindgren expressed their excitement about this project and explained the two phases of development, with the south and east portions of the parcel as Phase One, and the north and west portion as Phase Two. His team has reviewed the stipulations as listed and he assured Commissioners that they are ready to accept the conditions brought forth, if the plat is approved.

Vice Chairperson Burgoyne established that he likes the design, and finds the golf theme appealing; however, he questioned the naming of Quail Lane, which does not appear to fit in with the rest of the development. Developer Lindgren agreed that although the street name for Quail Lane is not golf themed, this name was chosen because it is directly across the street from the existing Quail Court, so this is a continuation of that street name. Developer Lindgren pointed out that there would be no parcel addresses on Quail Lane, since it exists to serve as a small boulevard entrance to the subdivision. Planner Censky recommended maintaining this consistency in street names, since it is helpful for emergency responders who need to quickly locate the area in the event of a possible crisis. Current Landowner Kurt Baehmann was in attendance and mentioned that Neumann Developments approached his family for ideas on naming the subdivision. He expressed his family's appreciation of being included in this planning.

Although Commissioner Kinzel expressed his approval for the overall layout, theme and density of the development, he does believe there is concern regarding the design of the townhomes in relation to the size of the lots. Planner Censky advised that this concern will be addressed during the architectural review of the project. Council Member Thome voiced her approval of the townhomes, stating they are needed in the City.

Commissioner Strautmanis asked if the existing wooded area will be preserved, to which Developer Lindgren confirmed the preservation of this designated wetland area. Commissioner Voltz expressed concern regarding any dead ash trees that may be located in this area, and whether or not they could be removed. Planner Censky stated that the DNR does allow for removal of dead trees in wetland preservation areas; however, it is the decision of the landowner to do so, since it is considered private property. City Administrator Hilvo shared his experience of removing dead trees in wetland preservation areas of the City parks, pointing out that the park land is considered public, not private, since it is owned by the City. He explained that these dead trees were cut down and left where they were. Developer Lindgren added that the wooded areas are farther removed from structures, which eliminates the possibility of trees falling on homes, and Landowner Baehmann pointed out that the trees are also far from the lot lines of the development.

Developer DeCleene questioned if grading and drainage work could commence prior to architectural approval, as they would like to start grading in April of 2021. Planner Censky stated that he would need to discuss this with the City Engineers, as they oversee this portion of the project.

Action:

A motion was made by Commissioner Strautmanis to recommend approval for the residential subdivision plat as proposed, with the conditions listed above. This motion was seconded by Mayor O'Keefe and passed without a negative vote.

COMMENTS AND ANNOUNCEMENTS BY PLAN COMMISSIONERS

No comments or announcements were made.

MAYOR'S ANNOUNCEMENTS

Mayor O'Keefe had no announcements.

ADJOURNMENT

A motion was made by Commissioner Kinzel, seconded by Council Member Thome, to adjourn the meeting at 7:32 p.m. The motion carried without a negative vote.

Victoria Guthrie
Administrative Assistant

GENERAL NOTES

1. THE LATEST EDITIONS OF THE FOLLOWING DOCUMENTS AND ANY SUPPLEMENTS THERETO, SHALL GOVERN ALL CONSTRUCTION ITEMS ON THIS PLAN UNLESS OTHERWISE NOTED.
 - STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, 6TH EDITION (SSSWCW)
 - THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION
 - WDMR STORMWATER RUNOFF TECHNICAL STANDARDS.
 - WISDOT PAL APPROVED EROSION CONTROL MEASURES LIST, LATEST EDITION.
 - CITY OF CEDARBURG DEVELOPMENT STANDARDS.
2. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO MINIMIZE EROSION, WATER POLLUTION AND SILTATION CAUSED BY CONSTRUCTION OF THIS PROJECT. EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.
3. EROSION CONTROL PLAN: PRIOR TO BEGINNING WORK, AN APPROVED EROSION CONTROL PLAN WILL BE PROVIDED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY IMPLEMENTING THE APPROVED PLAN.
4. THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATIONS OF THE BENCHMARKS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL ALSO FIELD VERIFY LOCATION, ELEVATION AND SIZE OF EXISTING UTILITIES, AND VERIFY FLOOR, CURB OR PAVEMENT ELEVATIONS WHERE MATCHING INTO EXISTING WORK. THE CONTRACTOR SHALL FIELD VERIFY HORIZONTAL CONTROL BY REFERENCING SHOWN COORDINATES TO KNOWN PROPERTY LINES. NOTIFY ENGINEER OF DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL CONTROL PRIOR TO PROCEEDING WITH WORK.
5. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION (CALL DIGGERS HOTLINE AT 800-242-8511). COST OF REPLACEMENT OR REPAIR OF EXISTING UTILITIES DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATION SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
6. EXISTING UTILITY INFORMATION IS SHOWN FROM SURVEY WORK, FIELD OBSERVATIONS, AVAILABLE PUBLIC RECORDS, AND AS-BUILT DRAWINGS. EXACT LOCATIONS AND ELEVATIONS OF UTILITIES SHALL BE DETERMINED PRIOR TO INSTALLING NEW WORK. EXCAVATE TEST PITS AS REQUIRED.
7. PROPERTY CORNERS SHALL BE CAREFULLY PROTECTED UNTIL THEY HAVE BEEN REFERENCED BY A PROFESSIONAL LAND SURVEYOR. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
8. ENGINEER SHALL BE NOTIFIED 48 HOURS IN ADVANCE OF PERFORMING ANY CONSTRUCTION.
9. ALL TRENCHING SHALL BE PERFORMED ACCORDING TO OSHA STANDARDS.
10. ALL ITEMS SHALL INCLUDE ALL THE NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE.
11. THE CONTRACTOR SHALL CLEAN ALL ADJACENT STREETS OF ANY SEDIMENT OR DEBRIS BY SWEEPING BEFORE THE END OF THE WORKING DAY.
12. THE CONTRACTOR MUST AND IS REQUIRED TO NOTIFY THE VILLAGE OF SUSSEX SEWER AND WATER UTILITY A MINIMUM OF 48 HOURS IN ADVANCE OF WATER MAIN FILLING, WATER MAIN FLUSHING, WATER MAIN TESTING AND WATER MAIN CONNECTIONS. NO CONNECTION SHALL BE MADE TO THE EXISTING WATER SYSTEM UNTIL SAFE SAMPLES FROM THE NEW MAIN HAVE BEEN OBTAINED.



LOCATION MAP
NOT TO SCALE

FAIRWAY VILLAGE

SINGLE FAMILY & DUPLEX RESIDENTIAL SUBDIVISION

SITE DEVELOPMENT PLANS

CITY OF CEDARBURG, WISCONSIN



SITE PLAN
SCALE: 1" = 150'



LOCALITY MAP:
N.W. 1/4, SEC. 22, T. 10 N., R. 21 E.
SCALE: 1"=1000'

DESIGNER:
TRIO ENGINEERING, LLC
4100 N CALHOUN ROAD, SUITE 300
BROOKFIELD, WI 53005
CONTACT: MR. JOSHUA D. PUDELKO, P.E., M.S.
PHONE: 262-790-1480
FAX: 262-790-1481
EMAIL: jpudelko@trioeng.com

SHEET INDEX

CIVIL	
T1	- COVER SHEET
C0.10	- PROPOSED SITE PLAN
C1.00	- OVERALL GRADING PLAN
C1.01-C1.03	- PROPOSED GRADING & DRAINAGE PLANS
C2.00	- OVERALL UTILITY PLAN
C2.00-C2.03	- PROPOSED UTILITY PLANS



4100 N. CALHOUN RD., SUITE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpudelko@trioeng.com

PROJECT:
FAIRWAY VILLAGE
SINGLE FAMILY & DUPLEX RESIDENTIAL SUBDIVISION
CITY OF CEDARBURG, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY	
DATE	DESCRIPTION
07/30/2020	CITY SUBMITTAL
08/14/2020	REVISED ZONING DISTRICTS
10/30/2020	CITY SUBMITTAL

DATE:
OCTOBER 30, 2020

JOB NUMBER:
20-008-953

DESCRIPTION:

COVER
SHEET

SHEET

T1

PROJECT:
FAIRWAY VILLAGE
SINGLE FAMILY & DUPLEX RESIDENTIAL SUBDIVISION
CITY OF CEDARBURG, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.

REVISION HISTORY

DATE	DESCRIPTION
1/30/2020	CITY SUBMIT
1/14/2020	REVISED ZONING D
1/30/2020	CITY SUBMIT

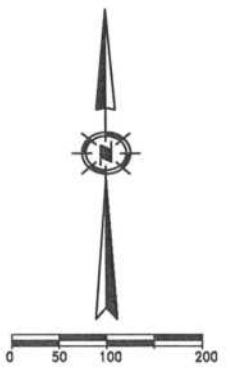
DATE: OCTOBER 30, 20

JOB NUMBER:
20-008-953

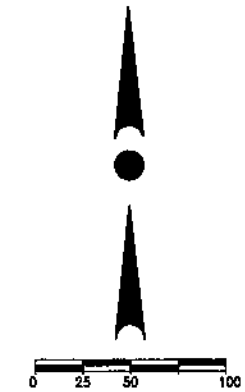
**OVERALL
SITE PLAN**

SHEET

CO.1



DEVELOPMENT STATISTICS:	
<p>Total Area = 54.5128 Acres Washington Ave. Dedication = 0.4588 Acres Net Area = 54.0540 Acres</p>	
	<p>The Estates 36 lots Lots 25-60 Proposed Zoning: RS-4 PUD <i>Lot Area=10,000 sf; Lot Width=80', 90' Corner</i> <i>Setbacks: Front=25', Side=7.5', Rear=25'</i> <i>Front Side Corner=15'</i></p>
	<p>The Villas 47 lots Lots 5-24 & 61-76 & 103-113 Proposed Zoning: RS-5 PUD <i>Lot Area=8,000 sf; Lot Width=60', 70' Corner</i> <i>Setbacks: Front=25', Side=5', Rear=25'</i> <i>Front Side Corner=15'</i></p>
	<p>Townhomes 15 Bldgs-30 units Lots 1-4 & 77-102 Proposed Zoning: RD-1 PUD <i>Setbacks: Front=25', Rear=25', Front Corner=15'</i> <i>Side=15' between buildings</i></p>
<p>Total 113 units Density=113 ur/54.0540 ac=2.09 ur/ac</p>	



4100 N. CALHOUN RD., SUITE 300
98003 WISCONSIN
PHONE: (262) 790-1400
FAX: (262) 790-1401
EMAIL: jpuudelko@trioeng.com

PROJECT:
FAIRWAY VILLAGE
SINGLE FAMILY & DUPLEX RESIDENTIAL SUBDIVISION
CITY OF CEDARBURG, WISCONSIN
BY: NEMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY	
DATE	DESCRIPTION
07/30/2020	CITY SUBMITTAL
08/14/2020	REVISED ZONING DISTRICT
10/30/2020	CITY SUBMITTAL

DATE:
OCTOBER 30, 2020

JOB NUMBER:
20-008-953

DESCRIPTION:
**MASTER GRADING
& DRAINAGE PLAN**

SHEET


C1.2

WET POND
TOP=854.5
OVERFLOW=853.5
N.W.L.=849.5
BOT=844.0

WET POND
TOP=855.5
OVERFLOW=855.0
N.W.L.=850.0
BOT=844.0

DRY POND
TOP=852.8
OVERFLOW=851.65
BOT=849.65-850.0

NOTE:
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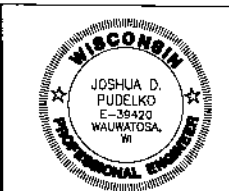
 CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.
CALL DIGGERS HOTLINE 1-800-242-8511

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QUAL CT.
WET POND
TOP=855.0
OVERFLOW=854.0
N.W.L.=850.5
BOT=845.5

UNPLATTED LANDS
TAX KEY NO.
03-022-07-013.00

OUTLOT 1
C.S.M. #623



PROJECT:
FAIRWAY VILLAGE
SINGLE FAMILY & DUPLEX RESIDENTIAL SUBDIVISION
CITY OF CEDARBURG, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWaukee, WI 53072

REVISION HISTORY	
DATE	DESCRIPTION
07/30/2020	CITY SUBMITTAL
08/14/2020	REVISED ZONING DISTRICTS
10/30/2020	CITY SUBMITTAL

DATE:
OCTOBER 30, 2020

JOB NUMBER:
20-008-953

DESCRIPTION:
MASTER GRADING
& DRAINAGE PLAN

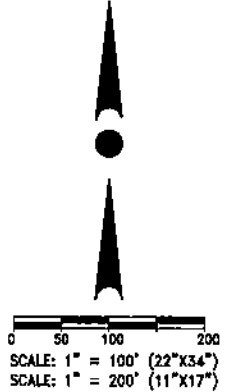
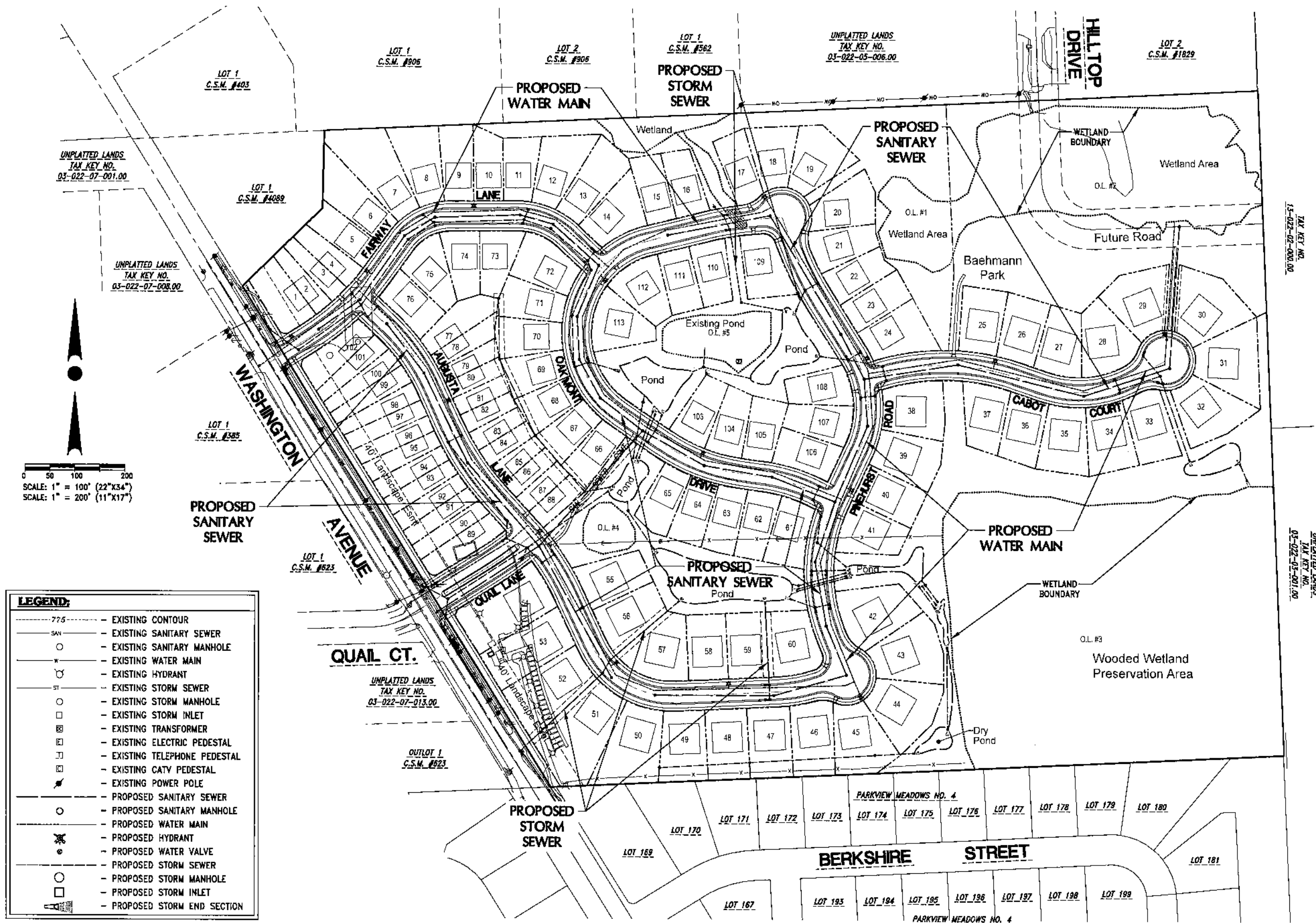
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C1.3



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LEGEND:

---	77.5	- EXISTING CONTOUR
---	SAW	- EXISTING SANITARY SEWER
○		- EXISTING SANITARY MANHOLE
---	W	- EXISTING WATER MAIN
○		- EXISTING HYDRANT
---	ST	- EXISTING STORM SEWER
○		- EXISTING STORM MANHOLE
□		- EXISTING STORM INLET
⊠		- EXISTING TRANSFORMER
⊠		- EXISTING ELECTRIC PEDESTAL
⊠		- EXISTING TELEPHONE PEDESTAL
⊠		- EXISTING CATV PEDESTAL
⊠		- EXISTING POWER POLE
---		- PROPOSED SANITARY SEWER
○		- PROPOSED SANITARY MANHOLE
---		- PROPOSED WATER MAIN
⊠		- PROPOSED HYDRANT
⊠		- PROPOSED WATER VALVE
---		- PROPOSED STORM SEWER
□		- PROPOSED STORM MANHOLE
---		- PROPOSED STORM INLET
---		- PROPOSED STORM END SECTION

WISCONSIN
 JOSHUA D. PUDELKO
 E-39420
 WAUKESHA, WI
PROFESSIONAL ENGINEER

TRIO
 CIVIL ENGINEERING
 4100 N. CAHOON RD., SUITE 300
 BROOKFIELD, WI 53005
 PHONE: (262) 790-1400
 FAX: (262) 790-1401
 EMAIL: jpuedelko@trioeng.com

PROJECT:
FAIRWAY VILLAGE
 SINGLE FAMILY & DUPLEX RESIDENTIAL SUBDIVISION
 CITY OF CEDARBURG, WISCONSIN
 BY: NEUMANN DEVELOPMENTS, INC.
 N27W24025 PAUL COURT, SUITE 100
 PEWAUKEE, WI 53072

REVISION HISTORY

DATE	DESCRIPTION
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10/30/2020	CITY SUBMITTAL

DATE:
 OCTOBER 30, 2020

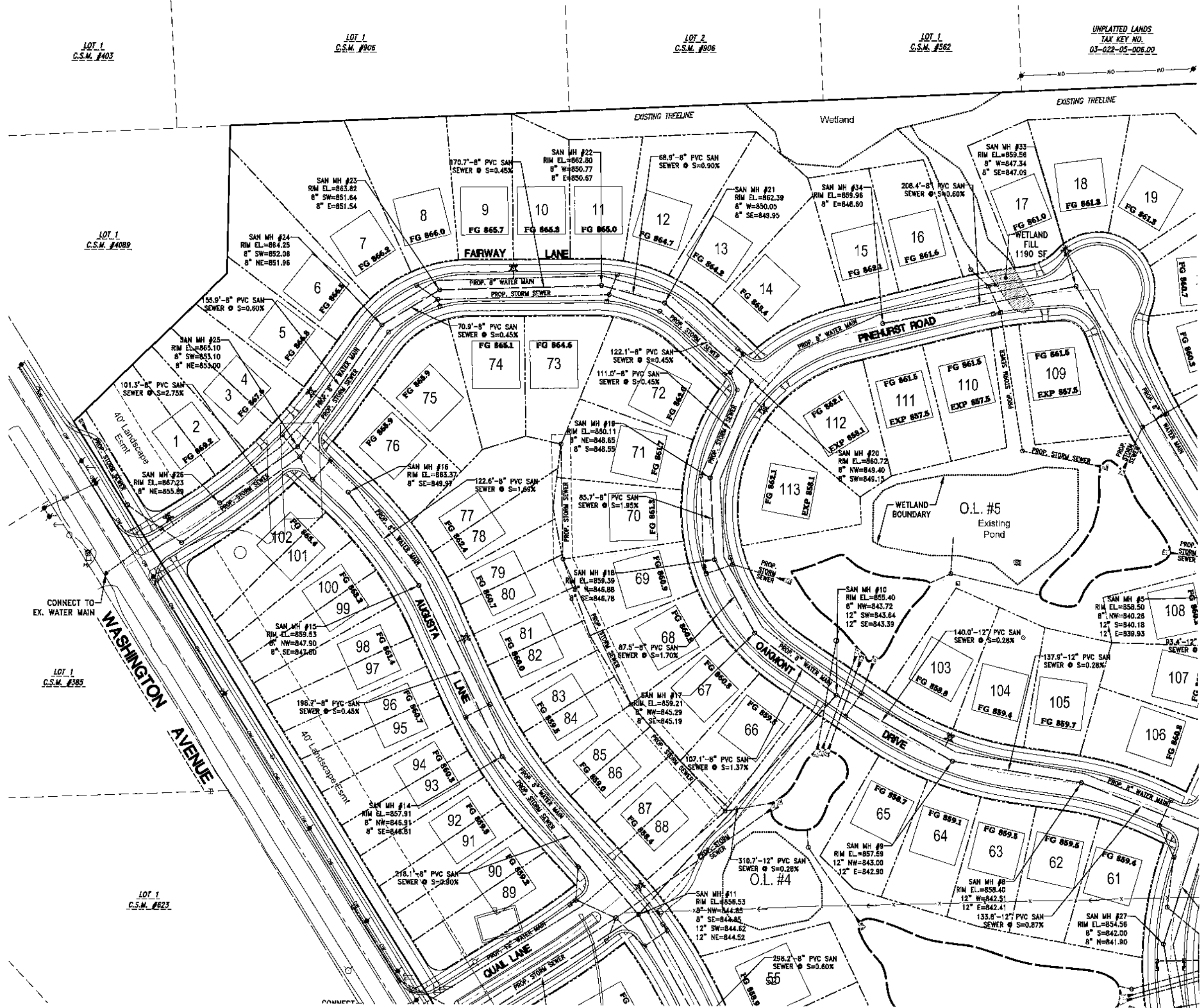
JOB NUMBER:
 20-008-953

DESCRIPTION:
 OVERALL
 UTILITY PLAN

SHEET

C2.0

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CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.
CALL DIGGERS HOTLINE 1-800-242-8511

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4100 N. CALIFORN RD., SUITE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1400
FAX: (262) 790-1481
EMAIL: jpudelko@trioeng.com

PROJECT:
FAIRWAY VILLAGE
SINGLE FAMILY & DUPLEX RESIDENTIAL SUBDIVISION
CITY OF CEDARBURG, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PALL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY	
DATE	DESCRIPTION
07/30/2020	CITY SUBMITTAL
08/14/2020	REVISED ZONING DISTRICTS
10/30/2020	CITY SUBMITTAL

DATE:
OCTOBER 30, 2020

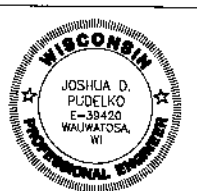
JOB NUMBER:
20-008-953

DESCRIPTION:
UTILITY PLAN

SHEET

C2.1

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4100 N. CALHOUN RD., SUITE 300
BROOKFIELD, WI 53005
PHONE: (262) 750-1480
FAX: (262) 750-1451
EMAIL: jpuedelko@trioeng.com

PROJECT:
FAIRWAY VILLAGE
SINGLE FAMILY & DUPLEX RESIDENTIAL SUBDIVISION
CITY OF CEDARBURG, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072


REVISION HISTORY	
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10/30/2020	CITY SUBMITTAL

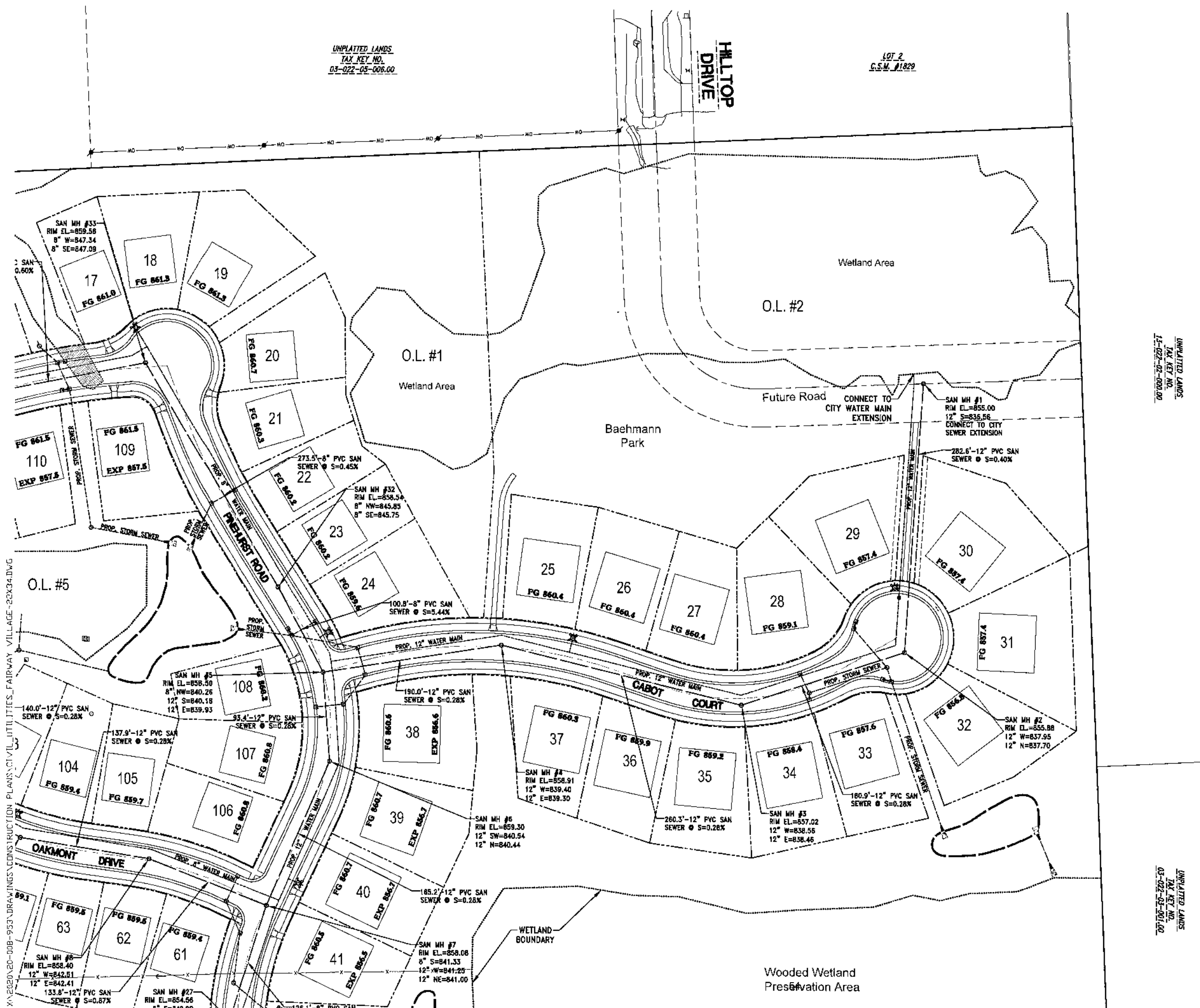
DATE:
OCTOBER 30, 2020

JOB NUMBER:
20-008-953

DESCRIPTION:
UTILITY PLAN
SHEET

C2.2

 CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.
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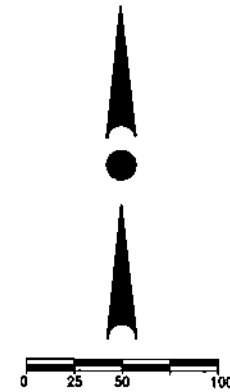


UNPLATTED LANDS
TAX KEY NO.
03-022-05-006.00

LOT 2
C.S.M. #1829

UNPLATTED LANDS
TAX KEY NO.
13-022-02-000.00

UNPLATTED LANDS
TAX KEY NO.
03-022-05-006.00



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TRIO
DESIGN & LAND SURVEYING
CIVIL ENGINEERING

4100 N. CAIRO RD., SUITE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1400
FAX: (262) 790-1481
EMAIL: j.pudelko@trioeng.com

PROJECT:
FAIRWAY VILLAGE
SINGLE FAMILY & DUPLEX RESIDENTIAL SUBDIVISION
CITY OF CEDARBURG, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY	
DATE	DESCRIPTION
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10/30/2020	CITY SUBMITTAL

DATE:
OCTOBER 30, 2020

JOB NUMBER:
20-008-953

DESCRIPTION:
UTILITY PLAN

SHEET
C2.3

LEGEND	
	INDICATES SOIL BORING LOCATION
	INDICATES PROPOSED FIRE HYDRANT
	INDICATES EXISTING WATERMAIN
	INDICATES PROPOSED WATERMAIN
	INDICATES EXISTING SANITARY SEWER
	INDICATES PROPOSED SANITARY SEWER
	INDICATES EXISTING STORM SEWER
	INDICATES PROPOSED STORM SEWER
	INDICATES EXISTING CONTOUR

EASEMENT LEGEND:	
	(A) - 20' WIDE STORM SEWER AND DRAINAGE EASEMENT
	(B) - 20' WIDE SANITARY SEWER EASEMENT
	(C) - 30' WIDE UTILITY AND ACCESS EASEMENT
	(D) - 40' WIDE PRIVATE LANDSCAPING EASEMENT

PRELIMINARY PLAT OF FAIRWAY VILLAGE

BEING A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22,
TOWN 10 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

CITY OF CEDARBURG

0 50 100 200



4100 N. CALHOUN RD., SUITE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jgossler@trioeng.com

PROJECT:
FAIRWAY VILLAGE
SINGLE FAMILY & DUPLEX RESIDENTIAL SUBDIVISION
CITY OF CEDARBURG, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

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08/14/2020	REVISED ZONING DISTRICTS
10/30/2020	CITY SUBMITTAL

DATE: OCTOBER 30, 2020

JOB NUMBER:
20-008-953

DESCRIPTION:
PRELIMINARY PLAT

SHEET

1 OF 1

DEVELOPMENT SUMMARY:

1. Tax Key No. 13-002-07-016.00.
2. Subdivision contains approximately 54.0540 Acres
3. Subdivision contains 102 Lots and 5 Outlots
4. All lots to be served by Sanitary Sewer and Watermain.
5. Public Roads to have Concrete Curb and Gutter, Asphalt Pavement with Storm Sewer.
6. Utility easements shall be provided where necessary on the residential lots to accommodate underground telephone, electric and gas services that cannot be placed in the right-of-way.
7. Zoning = PUD Overlay.
8. Outlots 1, 2, 3, 4 & 5 contain Wetland Conservancy Areas.
9. The Owners of all lots within this Subdivision shall each own an equal undivided fractional interest in Outlots 1, 2, 3, 4 & 5 of this Subdivision. Ozaukee County shall not be liable for fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.
10. Stormwater Management Facilities are located on Outlots 3, 4 & 5 of this Subdivision. The Owners of the residential lots within this Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore said Stormwater Management Facilities within this Subdivision. Said repairs, maintenance and restoration shall be performed by the Owners of all Lots within this Subdivision.
11. Outlot 2 shall be dedicated to the City of Cedarburg for public park purposes.
12. The 40' Landscape Easement is to be maintained by the Homeowners association.

WETLAND DELINEATION NOTE:

Wetland boundaries shown herein are based on a Wetland Delineation Report prepared by Ruekert & Mielke, Inc. dated November 8, 2019.

HORIZONTAL DATUM PLANE:

All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-83), in which the East line of the N.W. 1/4 of Section 22, Town 10 North, Range 21 East, bears North 2°07'48" West.

VERTICAL DATUM PLANE:

All elevations are referenced to the National Geodetic Vertical Datum of 1929 via a ground survey by Trio Engineering, LLC, and Ozaukee County GIS topographic data.

AGENCIES HAVING THE AUTHORITY TO OBJECT:

- State of Wisconsin, Department of Administration
- Ozaukee County, Department of Parks and Land Use

APPROVING AUTHORITY:

- City of Cedarburg

VISION CORNER EASEMENT: (V.C.E.)

Corner lots as shown on this plat are subject to a Vision Corner Easement in that no structure or improvements of any kind is permitted within the Vision Corner. No vegetation (except trees) shall exceed a maximum height of 30 inches, as measured from the road edge to the top of the vegetation, in the location designated as the vision corner. Trees in the vision corner shall be trimmed to a height of 60 inches, as measured from the road edge to the bottom branches, to allow for a clear view of oncoming traffic.

MINOR STREETS **WASHINGTON AVE**
VISION CORNER EASEMENT DETAILS

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CITY OF CEDARBURG

MEETING DATE: December 14, 2020

ITEM NO: 8.D.

TITLE: Consider Pioneer Road/Interurban Trail crossing improvements and possible award of contract for the engineering design; and action thereon.

ISSUE SUMMARY: The Pioneer Road/Interurban Trail crossing has been discussed on multiple occasions due to the volume of traffic on Pioneer Road, the fact that it is four lanes, and traffic speeds. Improved warning signage was erected several years ago, but the City continues to receive requests to do more.

One complicating factor is the fact that multiple jurisdictions are involved. Pioneer Road is a County Highway, and the Interurban Trail resides on the We Energies right-of-way. The City involvement is that we maintain the asphalt trail within the City Limits.

This has resulted in some finger pointing, but just recently we were contacted by a potential donor with a tentative offer to fund crossing safety improvements to include cantilevered high visibility warning signs and flashing lights. The donor wanted to see this move ahead promptly, and so staff requested a design proposal from local firm M-Squared Engineering. Before authorizing the engineering expenditure, however, the donor would like some assurance that the project is approved and will proceed to completion.

This creates a bit of a catch-22 for staff, in that both We-Energies and Ozaukee County have expressed support for the project, but each is requiring that the City submit engineering drawings for approval. The only way we can see this moving forward is if the City agrees to award the engineering contract and submit permit applications to the approving authorities. Once the permits are received from the County and We Energies, we would bid out the construction, and present the construction bids and engineering cost to the donor for approval. Then the work could proceed.

If we run into any roadblocks along the way, the City could be stuck paying the \$4,875 engineering cost. The total project cost has been estimated at \$55,000.

STAFF RECOMMENDATION: Staff recommends approving the engineering contract with M-Squared Engineering.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: \$4,875 from the engineering professional services account, with probable reimbursement in full.

ATTACHMENTS: Copy of M-Squared Engineering's proposal.
Rapid Flashing Beacon specification sheet
Trombone arm detail

INITIATED/REQUESTED BY: Tom Wiza/Mikko Hilvo

FOR MORE INFORMATION CONTACT: Tom Wiza 262-375-7610

LED Rectangular Rapid-Flash Beacon (RRFB)

Increased Conspicuity for Pedestrian Crossings and School Zone Crossings



- Increases driver yielding rates
- More effective than round beacons
- Solar = Zero operating costs
- No maintenance required
- Clean, uncomplicated installation
- LED Indicators for pedestrians
- Retrofittable from round beacons
- BlinkSync™ wireless synchronization
- Pedestrian activated
- Day-Viz™ Automatic LED Brightness

RRFB studies show a dramatic increase of driver compliance in yielding to pedestrians at high-risk uncontrolled crossings. Research shows that RRFBs produce the highest yielding rate of all devices that do not feature a red display, higher rates than a regular round beacon, and at a lower cost than other devices that produce similar vehicular yield rates.

RRFB feature multiple arrays of brilliant LEDs that, when activated, flash a warning in a specified, alternating 'wig-wag' pattern, thereby commanding the attention of drivers by **Day And Night**. Additional side-mounted LED arrays flash concurrently to let pedestrians know that the unit is flashing. Optional self-powered remote pushbutton activation available.

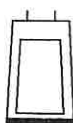
TAPCO's RRFB feature aimable LEDs in a sturdy, lockable housing with a closed top and bottom, and no exposed wiring. See reverse for specifications.



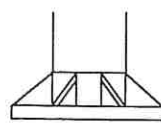
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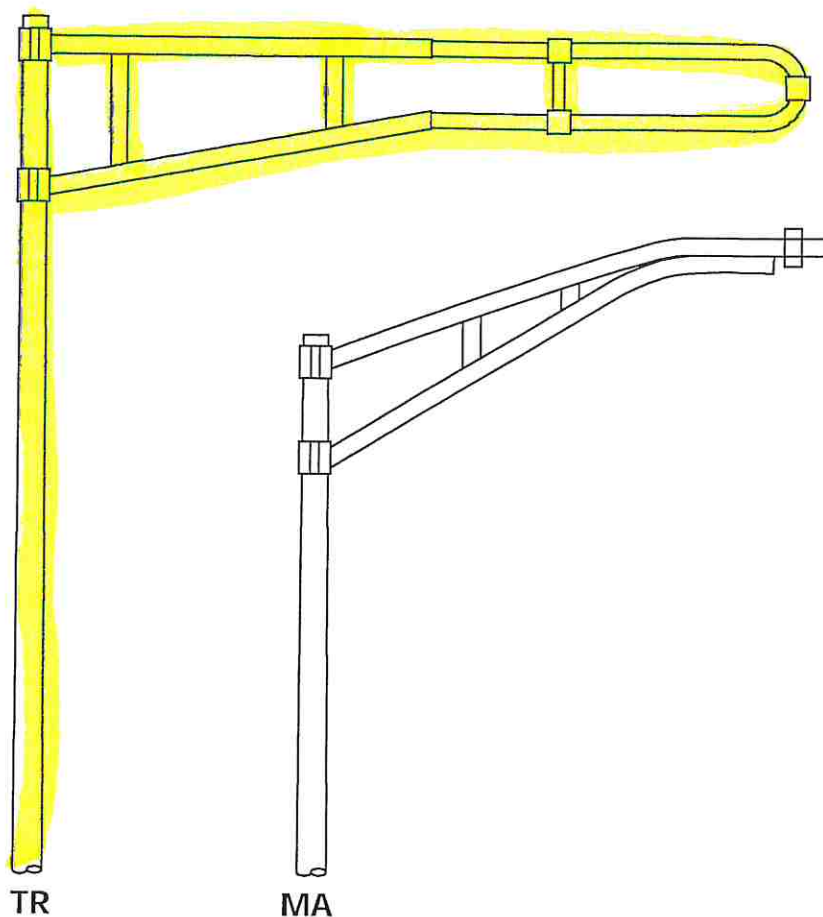
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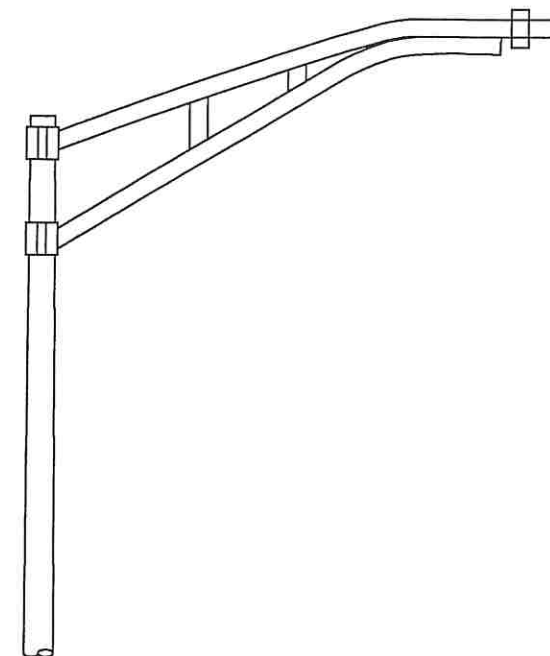
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	Arm Length (Ft.)	Arm Size (In.)	V T
Standard Arm Assembly	12=12'	35=3 1/2"	5
	15=15'	40=4"	6
	18=18'	50=5"	8
Standard Arm Assembly (End)	20=20'	60=6"	9
	25=25'	70=7"	0
	30=30'		
Standard Arm Assembly (End)	35=35'		

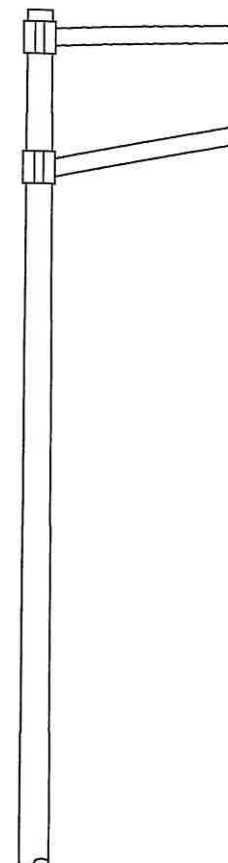
Standard Arm Assembly



TR



MA



TS

oles, Inc.



M Squared Engineering, LLC
W62N215 Washington Ave.
Cedarburg, WI 53012
P. 262.376.4246

November 23, 2020

Mr. Thomas Wiza, PE
Director of Engineering & Public Works
City of Cedarburg
W63 N645 Washington Avenue
Cedarburg, WI 53012

RE: Request for Proposal
Pioneer Road - Interurban Trail Crossing

Dear Mr. Wiza,

M Squared Engineering (**M²**) is pleased to provide this proposal to provide Civil Engineering Services for the Interurban Trail Pioneer Road Crossing. Plans will be developed in accordance with local, state, and federal regulations on half-size (11x17) and distributed in digital format. We understand the City is working with private funding to improve the crossing safety measures. The proposed project will include a pair of 36" fluorescent yellow cantilevered warning LED blinker signs at the crossing location supported by a solar panel and a control panel from Tapco.

The design will include a pair of overhead trombone arms mounted on an aluminum traffic pole with a concrete base to support the structure. The design will follow WisDOT FDM guidelines.

This proposal will provide the following services:

1. Field Survey
2. Preliminary Plan Development
3. Final Plan Development
4. Permitting Related to Final Plans
 - a. Ozaukee County
 - b. WE Energies
5. Bidding Assistance
6. Project Management

SCOPE OF SERVICES

FIELD SURVEY

1. Topographic Survey - Existing geometrics
 - a. 100' north and south of Pioneer Road on the Trail.
 - b. 200' West and East of the Trail on Pioneer Road.
 - c. Diggers marked underground utilities

PRELIMINARY PLAN DEVELOPMENT

1. Development of Preliminary Plan Sheet Showing:
 - a. Existing geometrics
 - b. Pole locations
 - c. Pavement marking
 - d. Sign locations
 - e. Details
 - f. Clearing and grubbing
 - g. Erosion control
2. Preliminary Quantities and Cost Estimate
3. Compile and submit the Preliminary Plans to the County, City, and WE Energies.

FINAL PLAN DEVELOPMENT

1. Development of Final Plan Sheet Showing:
 - a. Existing geometrics
 - b. Pole locations
 - c. Pavement marking
 - d. Sign locations
 - e. Details
 - f. Clearing and grubbing
 - g. Erosion control
2. Final Quantities and Cost Estimate
3. Compile and submit Final Plans to County, City, and WE Energies
4. Respond to and incorporate comments from the County, City, and WE Energies.

PERMITTING RELATED TO FINAL PLANS

1. Submit Plans for Approval
 - a. County
 - b. WE Energies

BIDDING ASSISTANCE

1. Plans will be sent to three Contractors for bidding.
 - a. Should the private funding source or City want more contractors bidding the project, the project can be listed on QuestCDN for an additional \$300 fee.

PROJECT MANAGEMENT

1. Project coordination with the City, County and WE Energies
2. Invoicing

OWNER'S RESPONSIBILITY

The following shall be provided by the Client and is not included in our Scope of Services:

1. Provide prompt payment at the completion of the project.
2. Attend all Plan Commission and Board meetings.
3. Gain City approvals.

PROJECT COSTS AND TIMELINE

We propose to provide the above scope of services on a **Lump Sum** basis not to exceed \$4,875 for the services included in this proposal.

Our tentative schedule will be to start the field survey immediately after we receive the Notice to Proceed and complete the design 2-3 weeks after the survey is completed.

ADDITIONAL LEVEL OF EFFORT

The following services are not included in the Scope of Services and may be added to the contract as needed:

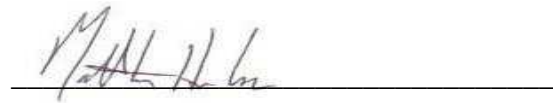
1. All items under Owner's Responsibility
2. Permitting fees
3. Additional field survey
4. Geotechnical
5. Electrical schematic (Specification will cover the wiring required for this project)
6. Cross-sections of the roadway
7. Construction Phase Services, including but not limited to Construction Management, Construction Inspection, site visits during construction, review of RFI's or Shop Drawings and development of as-built drawings, except as specifically noted above. (Please note these can be provided on a time and materials basis)
8. Attend City Plan Commission and Board meetings
9. Attend County meetings

Additional effort for this project will be charged on a Time and Material basis upon authorization by the Client at our 2020 rates for the duration of the project.

TERM OF ENGINEERS SERVICES

We welcome this opportunity to provide our civil engineering services for this project. Please review this Proposal/Agreement and the enclosed General Terms and Conditions. If the Proposal/Agreement is acceptable to you, please sign, date, and return it to our office. This proposal is valid for ten (10) days. Should you have any questions, please contact me at (262) 376-4246.

Sincerely,
M SQUARED ENGINEERING, LLC



City

DATE: November 23, 2020

DATE:_____

Enclosure: General Terms and Conditions

M SQUARED ENGINEERING, LLC

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are attached to and are incorporated into the Proposal/Agreement (the "Proposal/Agreement") dated November 23, 2020 by and between M Squared Engineering, LLC and the City of Cedarburg (hereafter called "Client").

1. **COMPLIANCE WITH LAWS:** M Squared Engineering, LLC (Engineer) will strive to exercise usual and customary professional care in its efforts to comply with those laws, codes, ordinances, and regulations relating to Engineer's services which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. Therefore, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

2. **DESIGNATION OF AUTHORIZED REPRESENTATIVE:** Client and Engineer each shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

3. **STANDARD OF PRACTICE:** Engineer will strive to conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement. No other representation, express or implied, and no warranty, guarantee, or success of the Project is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

4. **RESPONSIBILITY OF THE ENGINEER:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, Engineer, consultant, Contractor, or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement, or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

5. **AMENDMENT:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

6. **GOVERNING LAW:** This Agreement and the parties'

performance shall be governed by and construed in accordance with the laws of the State of Wisconsin and such other laws as may apply pursuant to Item 1 of these General Terms and Conditions.

7. **CLIENT'S RESPONSIBILITIES:** The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, to the extent arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and non-contributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the Project. Client further agrees that decisions concerning types and amounts of insurance are specific to the Project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

The Client will provide information concerning its design objectives, constraints, and criteria at its own expense. Designer is entitled to rely on the accuracy and completeness of information provided by Client for use by Designer.

8. **INFORMATION PROVIDED BY OTHERS:** The Engineer shall indicate to the Client the information needed for

rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness, and sufficiency of such information, either because it is impossible to verify or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

9. DOCUMENTS DELIVERED TO Client: Drawings, specifications, and reports prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising there from or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's Agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer

under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other Projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

10. REUSE OF DOCUMENTS: All Project Documents including but not limited to reports, original boring logs, field data, field notes, laboratory test data, calculations, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other Project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

11. RELATIONSHIP BETWEEN ENGINEER AND Client: Engineer shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

12. CHANGES: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; provided, however, that Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

13. FORCE MAJEURE: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

14. SUSPENSION OF SERVICES: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

15. TERMINATION: This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead, and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

16. SUCCESSORS AND ASSIGNS: The terms of this

General Terms and Conditions

Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

17. RELATIONSHIP TO PROPOSAL/AGREEMENT: This Agreement, together with the Proposal/Agreement it is incorporated into, represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, matter, or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments, or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement and the Proposal/Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement. Should any term or provision of these General Terms and Conditions be inconsistent with, or conflict with, the Proposal/Agreement, the term or provision of the Proposal/Agreement shall control.

18. PAYMENT: Each Project will be assigned a Project number. Itemized invoices will be issued periodically, as indicated in the Proposal/Agreement or as Engineer otherwise determines by written notice to Client. Payment shall be due within 15 days of the date of the invoice or at such intervals as Engineer determines by written notice to Client. Amounts not paid when due will bear interest at the rate of 1.5% per month. Client further agrees to pay all reasonable costs and expenses, including reasonable attorneys' fees and legal expenses, incurred by Engineer in endeavoring to collect any amounts payable hereunder which are not paid when due. Payments due Engineer are not contingent upon Project approval or Project financing and are the sole responsibility of the Client.

In the event of Client's Failure to pay an invoice of Engineer within thirty (30) days from the date of the invoice or as otherwise specified, Engineer may, in addition to any other remedies it may have, in its sole discretion, suspend or stop all work on the Project without liability for partially ("half-done") work. Client will reimburse Engineer for all associated costs as previously set forth in Item 14 of this Agreement. Engineer shall have no liability whatsoever to the Client for any costs or damages incurred as a result of such suspension caused by non-payment or any other breach of this Agreement by the Client.

19. GENERAL INDEMNIFICATION: Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees to the extent caused by Engineer's negligent acts, errors or omissions in the performance of professional services under this Agreement. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless M Squared Engineering, LLC (and its members, employees, affiliates, successors and assigns) from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement. In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage. Engineer shall not be liable for special,

incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

20. LIMIT OF LIABILITY: The Client and the Engineer have discussed the risks, rewards, and benefits of the Project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this Project as made part of this Agreement. Such causes include but are not limited to the Engineer's negligence, errors, omissions, strict liability, or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

21. DISPUTE: Any dispute arising under or relating to this Agreement shall be settled by arbitration in Milwaukee, Wisconsin, by a single arbitrator mutually agreed to by the disputing parties. The arbitration shall be conducted in accordance with the current Construction Industry Arbitration Rules of the American Arbitration Association but the arbitrator need not be associated with the American Arbitration Association. If the parties cannot agree on a single arbitrator, the American Arbitration Association shall appoint one. The parties shall split the arbitrator's fees and expenses. Any award rendered in the arbitration shall be final and conclusive upon the parties, and a judgment may be entered in any court having jurisdiction.

22. NOTICES: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

23. ACCESS AND PERMITS: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead, and fee) incident to any effort by Engineer toward assisting Client in such access, permits, or approvals, if Engineer performs such services.

24. WAIVER OF CONTRACT BREACH: The waiver by one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof must be in writing, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

25. OPINIONS OF PROBABLE COST: Since Engineer has

General Terms and Conditions

no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his opinions of probable Project Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

26. **SEVERABILITY OF INVALID PROVISIONS:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

27. **HAZARDOUS MATERIALS:** It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Engineer's services, Engineer may at his option and without liability for consequential or any other damages, suspend performance of services on the Project until Client retains appropriate specialist consultant(s) or Contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

28. **RIGHT OF ENTRY:** Client hereby grants Engineer and its subcontractors or agents the right to enter from time to time property owned by Client and/or other(s) in order for Engineer to fulfill the scope of services included hereunder. Client understands that use of exploration equipment may cause some damage, the correction of which is not part of this Agreement. Client also understands that the discovery of certain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against Engineer and its subcontractors or agents, and agrees to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, Client agrees to compensate Engineer for any time spent or expenses incurred by Engineer in defense of any such claim with compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy. Engineer shall not be liable for damage or injury from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to Engineer's attention in writing and correctly shown on the diagram(s) furnished by Client to Engineer.

29. **SAMPLES:** Soil, rock, water and/or other samples obtained from the Project site are the property of Client. Engineer shall preserve such samples for no longer than sixty (60) calendar days after the

issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from Engineer's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which Engineer is exposed, Client agrees to waive any claim against Engineer, and to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss arising from containing, labeling, transporting, testing, storing, or other handling of contaminated samples. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim, with such compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy.

30. **DESIGN CONTINGENCY RESERVE:** The Client and Designer acknowledge that changes may be required because of possible omissions, ambiguities, or inconsistencies in the plans and specifications and, therefore, that the costs of the Project may exceed the initial construction contract sum. The Client and Designer will determine, before the start of construction, a reasonable design contingency reserve to be used, as required, to pay for any such increased Project costs. The Client further agrees to make no claim against Designer or Designer's subconsultants with respect to any payments within the limit of the design contingency reserve.

31. **WAIVER OF CONSEQUENTIAL DAMAGES:** The Designer and Client waive consequential damages, including lost profits, lost revenues, loss of use and loss of reputation, for claims relating to this Agreement. This mutual waiver is applicable to consequential damages arising from the parties' indemnification obligations.

32. **ADDITIONAL SERVICES:** If the Client requests or the Project requires services outside the scope of work described in the proposal, Designer will notify the Client and obtain its consent before starting the Additional Services. Compensation for Additional Services will be agreed in writing before the services are begun. Client agrees that time spent on changes to the work after approval by Client's authorized representative or a government authority is an Additional Service.

33. **PROMOTING SERVICES:** The Client will allow the Engineer to put a yard sign up on the Project site identifying the Engineer's tasks and contact information. The sign shall not be larger than 3' x 3' and will may be placed any time after this Agreement has been signed. The sign must be removed within 21 days after final payment is received or the Engineer's work is completed.

END OF GENERAL TERMS AND CONDITIONS

CITY OF CEDARBURG

MEETING DATE: December 14, 2020

ITEM NO: 8.E.

TITLE: Consider Ordinance No. 2020

ISSUE SUMMARY: Consider Ordinance No. 2020-21 amending Sec. 3-6-3 to 3-6-7 of the Municipal Code adjusting impact fees for library facilities, police department facilities, water supply facilities, park facilities, and wastewater treatment plant; Ordinance No. 2020-22 amending Sec. 14-1-84 adjusting the fees in lieu of parkland and amending Sec. 14-1-100(g) adjusting the public site fees; and Ordinance No. 2020-23 amending Sec. 9-2-6(c) adjusting the sanitary sewer connection fee based on the Construction Cost Index published in the Engineering News Record and calculated based on the annual increase in the CCI Indices; and action thereon*

STAFF RECOMMENDATION: Adopt the proposed ordinances

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: Increase in fees received

ATTACHMENTS: Ordinances 2020-21, 2020-22, and 2020-23; Construction Cost Indices

INITIATED/REQUESTED BY: Public Works Director Tom Wiza

FOR MORE INFORMATION CONTACT: Public Works Director Tom Wiza (262)375-7610

CONSTRUCTION ECONOMICS

ENR's 20-city average cost indexes, wages and material prices. Historical data and details for ENR's 20 cities can be found at [ENR.com/economics](https://enr.com/economics)

Construction Cost Index

+2.1%
DEC. 2020

ANNUAL
INFLATION RATE

1913=100	INDEX VALUE	MONTH	YEAR
CONSTRUCTION COST	11625.95	+0.4%	+2.1%
COMMON LABOR	24037.06	0.0%	+0.5%
WAGE \$/HR.	46.20	0.0%	+0.5%

The Construction Cost Index's annual escalation is up 2.1%, while the monthly component rose 0.4%.

Building Cost Index

+4.0%
DEC. 2020

ANNUAL
INFLATION RATE

1913=100	INDEX VALUE	MONTH	YEAR
BUILDING COST	6445.14	+0.8%	+4.0%
SKILLED LABOR	10743.67	+0.2%	+1.1%
WAGE \$/HR.	59.41	+0.2%	+1.1%

The Building Cost Index is up 4% on an annual basis, while the monthly component increased 0.8%.

Materials Cost Index

+2.1%
DEC. 2020

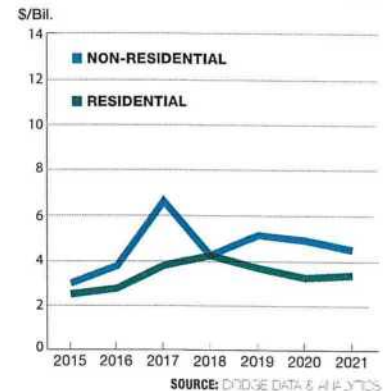
MONTHLY
INFLATION RATE

1913=100	INDEX VALUE	MONTH	YEAR
MATERIALS COST	3790.89	+2.1%	+8.3%
CEMENT \$/TON	147.83	-0.3%	+4.3%
STEEL \$/CWT	55.87	-0.2%	+1.5%
LUMBER \$/MBF	755.19	+6.5%	+25.6%

The MCI rose 2.1% on a monthly basis, while the annual escalation rate increased 8.3%.

Construction starts in the Philadelphia metro area are expected to drop 3.9% in 2021, to \$7.7 billion, according to Dodge Data & Analytics.

Dodge predicts a 8.9% decrease in non-residential construction, while residential work is expected to rise 3.7%. Single-family homes and health care will see increases, while multifamily construction and education are expected to decline.



ENR's Cost Indexes by City

1913=100
1967=100
R=REVISED

	CONSTRUCTION COST		BUILDING COST		COMMON LABOR		SKILLED LABOR		MATERIALS	
	DEC '20: 1913	% CHG. YEAR	DEC '20: 1913	% CHG. YEAR	DEC '20: 1967	% CHG. YEAR	DEC '20: 1967	% CHG. YEAR	DEC '20: 1967	% CHG. YEAR
ATLANTA	6824.00	+1.7	4744.16	+3.8	825.83	0.0	728.97	+2.6	866.17	+5.1
BALTIMORE	9465.90	+6.0	5753.04	+11.0	1214.52	0.0	875.72	+1.2	929.00	+24.8
BIRMINGHAM	7524.30	+0.9	4733.89	+1.4	978.68	0.0	818.40	0.0	760.93	+3.1
BOSTON	14942.25	+1.3	8167.77	+7.2	1595.66	+1.0	1482.69	+6.4	808.24	+9.1
CHICAGO	17002.66	+0.7	8097.15	+1.9	1690.57	0.0	1426.89	+0.6	684.71	+5.5
CINCINNATI	10306.57	+1.0	5533.08	+2.4	1028.46	0.0	907.12	+0.8	779.72	+4.6
CLEVELAND	12614.41	+1.5	6119.03	+4.0	1094.27	0.0	934.45	+1.2	763.33	+8.9
DALLAS	6063.07	+2.4	4672.40	+3.2	742.23	0.0	738.08	0.0	765.47	+6.6
DENVER	7603.33	+0.9	5205.78	+1.3	818.18	0.0	854.73	0.0	743.09	+3.1
DETROIT	12268.65	+0.8	6543.80	+2.0	1068.28	0.0	1013.21	+0.8	717.05	+4.4
KANSAS CITY	11911.48	+3.7	6604.26	+6.1	1308.17	+0.8	1238.10	+0.7	787.66	+16.7
LOS ANGELES	12068.22	+0.3	6365.59	0.0	1111.66	0.0	1053.90	-0.9	727.08	+1.6
MINNEAPOLIS	13261.53	+1.7	6755.42	+4.0	1339.26	0.0	1238.40	+0.9	773.94	+10.1
NEW ORLEANS	6531.00	+3.5	4486.25	+0.2	749.82	0.0	646.00	-9.3	846.52	+10.3
NEW YORK CITY	20560.76	+1.0	9856.13	+4.0	1626.07	0.0	1456.81	+2.3	834.64	+9.8
PHILADELPHIA	13927.32	+4.3	7721.79	+3.9	1538.40	+2.9	1345.23	+0.7	865.32	+11.7
PITTSBURGH	11059.59	+2.0	6450.90	+6.3	1120.44	0.0	1022.34	+4.0	717.59	+10.5
ST. LOUIS	12574.81	+1.8	6451.28	+3.6	1096.32	0.0	1007.27	0.0	861.58	+10.0
SAN FRANCISCO	13168.76	+3.2	7874.92	+5.3	1046.50	0.0	1091.49	0.0	1010.40	+15.6
SEATTLE	12840.41	+6.0	6766.15	+6.0	1210.11	+6.0	1195.72	+5.9	893.20	+6.2

ORDINANCE NO. 2020-21

An Ordinance Updating Impact Fees

The Common Council of the City of Cedarburg, Wisconsin, hereby ordains as follows:

SECTION 1. Section 3-6-3 of the Municipal Code of the City of Cedarburg is hereby amended as follows:

SECTION 3-6-3 LIBRARY FACILITY

Any developer creating or constructing additional residential units within the City shall pay a fee to the City to provide for the capital costs necessary to accommodate the Library expansion needs of land development except as provided in subsection (8) below.

- (a) The amount of the fee shall be ~~\$892.88~~ \$911.63 per single-family residential dwelling unit to be constructed or created by the proposed development.
- (b) The amount of the fee shall be ~~\$593.04~~ \$605.49 per residential unit for a multi-family residential dwelling unit to be constructed or created by the proposed development. Multi-family includes Community Based Residential Treatment facilities.
- (c) The fee shall be imposed as a condition of the issuance of the building permit.
- (d) Such fees collected by the City shall be placed in a special fund which shall be separate from the General Fund of the City, and the special fund and all interest earned thereon shall be used exclusively for the capital costs of the library facilities within the City.
- (e) Such fees collected after December 10, 2008 shall be expended by the City for the aforesaid purpose within fifteen (15) years of the date of payment, or such fee amount paid shall be refunded to the then owner(s) of the property upon which such fee was collected.

SECTION 2. Section 3-6-4 of the Code of Ordinances of the City of Cedarburg is hereby amended as follows:

SECTION 3-6-4 POLICE DEPARTMENT FACILITY

Any developer creating or constructing additional residential dwelling units or any commercial, industrial or institutional land development within the City shall pay a fee to the City to provide for the capital costs necessary to accommodate the Police Department Facility expansion needs of land development except as provided in subsection (8) below.

- (a) The amount of the fee shall be ~~\$1021.45~~ \$1042.90 per single-family residential dwelling unit, and ~~\$678.43~~ \$692.68 per multifamily residential dwelling unit and CBRF at ~~\$2.59~~ \$2.64 per \$1,000 valuation for commercial, industrial or institutional development.
- (b) The fee shall be imposed as a condition of issuance of the building permit.
- (c) Such fees collected by the City shall be placed in a special fund which shall be separate from the General Fund of the City, and the special fund and all interest earned thereon shall be used exclusively for the capital costs of the police facilities within the City.
- (d) Such fees shall be expended by the City for the aforesaid purpose within fifteen (15) years of the date of payment, or such fee amount paid shall be refunded to the then

owner(s) of the property upon which such fee was collected.

SECTION 3. Section 3-6-5 of the Code of Ordinances of the City of Cedarburg is hereby adopted as follows:

SEC 3-6-5 WATER SUPPLY FACILITIES

Any developer creating or constructing additional residential dwelling units or commercial, industrial, or institutional land development within the City or any owner of property in the City that has a change in use that results in the use of additional water capacity shall pay a fee to the City to provide for the capital costs necessary to accommodate water supply expansion needs of land development except as provided in subsection (8) below.

- (a) The water supply facilities impact fee shall be ~~\$2007.82~~ \$2049.98 per single-family residential dwelling unit and ~~\$1505.88~~ \$1537.50 per residential unit of a multi-family residential dwelling unit.
- (b) For all residential users of the water system, the following table shall be used to determine the number of residential equivalent connections (REC) per dwelling unit or building.

Residential Users	REC
Single-family home	1.00
Multiple-family	0.75/unit

Standard Industrial Classification Code	Description	Gallons per Employee Hour
0742	Veterinary services for animal specialties	20.0
0752	Animal specialty services	16.0
0782	Lawn and garden services	10.0
1446	Industrial sand	5.0
1521	General contractors – Residential	2.3
1541	General contractors – Industrial buildings and warehouses	2.3
1611	General contractors-Public Works	2.3
1711	Plumbing, heating and air conditioning	2.3
1731	Electrical work	2.3
1761	Roofing and sheet metal work	2.3
1799	Special trade contractors (not elsewhere classified)	2.3
2013	Sausage and other prepared meats	110.0
2065	Candy and other confectionery products	50.0
2087	Flavoring extracts and syrups (not elsewhere classified)	75.0
2394	Canvas and related products	2.3
2431	Millwork	5.0
2434	Wood kitchen cabinets	5.0
2522	Metal office furniture	2.3
2721	Periodicals: Publishing and printing	10.0

2731	Books: Publishing and printing	10.0
2751	Commercial printing, letterpress and screen	10.0
2752	Commercial printing, lithographic	10.0
2789	Book binding and related work	10.0
2795	Lithographic plate making and related services	25.0
2819	Industrial inorganic chemicals (not elsewhere classified)	10.0
2834	Pharmaceutical preparation	10.0
2841	Soap and other detergents	15.0
2893	Manufacturing of printing ink	30.0
2899	Chemicals and chemical preparations (not elsewhere classified)	10.0
3079	Miscellaneous plastic products	85.0
3111	Leather tanning and finishing	345.0
3272	Concrete products, except block and brick	25.0
3442	Metal doors, sash, frames, molding and trim	2.3
3444	Sheet metal work	40.0
3451	Screw machine products	10.0
3462	Iron and steel forging	5.0
3469	Metal stampings (not elsewhere classified)	5.0
3471	Electroplating, plating, polishing, anodizing, etc.	50.0
3479	Coating, engraving and allied services (not elsewhere classified)	100.0
3495	Wire springs	2.3
3498	Fabricated pipe and fittings	2.3
3499	Fabricated metal products (not elsewhere classified)	25.0
3531	Construction machinery and equipment	5.0
3544	Spec. dies and tools, die sets, jigs and fixtures, molds	10.0
3562	Ball and roller bearings	5.0
3565	Industrial patterns	5.0
3569	General industrial machinery & equipment (not elsewhere classified)	4.0
3576	Scales and balances, except laboratory	2.3
3599	Machinery, except electrical (not elsewhere classified)	10.0
3613	Switchgear and switchboard apparatus	5.0
3632	Household refrigerators and home and farm freezers	2.3
3694	Electrical equipment for internal combustion engines	2.3
2714	Motor vehicle parts and accessories	75.0
3999	Manufacturing industries (not elsewhere classified)	2.3
4141	Local passenger transportation charter service	2.3
4151	School busses	2.3
4212	Local trucking without storage	10.0
4213	Trucking, except local	2.3
4225	General warehousing and storage	2.3
4311	U.S. Postal Service	2.3
4722	Travel agency	2.3
4811	Telephone communication	2.3
4832	Radio broadcasting	2.3
5042	Toys and hobby goods and supplies	2.3
5063	Electrical apparatus and equipment	2.3
5054	Electrical appliances	2.3
5072	Hardware – Wholesale distribution	2.3
5082	Construction and mining machinery and equipment	2.3
5084	Industrial machinery and equipment	2.3
5142	Frozen foods	10.0
5149	Wholesale groceries and related products (not elsewhere classified)	10.0
5199	Wholesale nondurable goods (not elsewhere classified)	10.0

5211	Lumber and other building materials	2.3
5231	Paint, glass, wallpaper	2.3
5251	Hardware – Retail sales	2.3
5261	Retail nurseries, lawn and garden supply stores	10.0
5271	Mobile home dealers	2.3
5311	Department stores	2.3
5331	Variety stores	2.3
5411	Grocery stores with meat and produce departments	16.0
5412	Grocery stores without meat and produce departments	6.0
5441	Candy, nut and confectionery stores	10.0
5462	Retail bakeries – Baking and selling	10.0
5499	Miscellaneous food stores	2.3
5511	Motor vehicle dealers	5.0
5531	Auto and home supply stores	2.3
5541	Gasoline service stations	15.0
5551	Boat dealers	5.0
5611	Clothing stores	2.3
5651	Shoe stores	2.3
5681	Furriers and fur shops	5.0
5711	Furniture, floor coverings, appliances	2.3
5812	Eating places (restaurants)	20.0
5813	Drinking places (taverns)	45.0
5912	Drugstores and proprietary stores	2.3
5921	Liquor stores	2.3
5931	Used merchandise stores	2.3
5941	Sporting goods stores and bicycle shops	2.3
5942-9	Miscellaneous stores	2.3
5992	Florists	10.0
5999	All other retail stores	2.3
6022-9	Banks	2.3
6122-63	Savings and loans	2.3
6311	Insurance companies	2.3
6411	Insurance agents	2.3
6512	Operators of nonresidential buildings	2.3
6515	Operators of residential mobile home sites	2.3
6531	Real estate agents and managers	2.3
6553	Cemetery sub-dividers and developers	2.3
6722	Management investment offices	2.3
7011	Hotels, motels, tourist courts	0.5 REC p/unit
7211	Power laundries, family and commercial	105.0
7212	Cleaning and laundry pickup stations	2.3
7215	Fac. Coin-op laundries and dry cleaning	910.0
7221	Photographic studios	2.3
7231	Beauty shops	16.0
7241	Barber shops	10.0
7261	Funeral service and crematories	15.0
7299	Miscellaneous services (not elsewhere classified)	2.3
7311	Advertising agencies, employment services	2.3
7332	Blueprinting and photocopying services	2.3
7351	Employment agencies	2.3
7391	Research and development laboratories	10.0
7395	Photofinishing labs	10.0
7512	Passenger car rental and leasing, w/o drivers	10.0

7531	Top and body repair shop	5.0
7534	Tire re-treading and repair shops	20.0
7538	General automotive repair shops	5.0
7542	Car washes	115.0
7622	Radio and television repair	2.3
7699	Repair shops and related services (not elsewhere classified)	20.0
7832	Motion picture theaters, not drive-ins	20.0
7911	Dance halls, studios and schools	20.0
7922	Theatrical producers	20.0
7933	Bowling alleys	50.0
7992	Public golf courses	45.0
7997	Membership sports and recreation clubs	75.0
7999	Roller rinks, gymnasiums, museums	20.0
8011	Offices of physicians	10.0
8021	Offices of dentists	10.0
8031	Offices of osteopaths	10.0
8041	Offices of chiropractors	10.0
8051	Skilled nursing care facilities	20.0
8091	Health and allied services (not elsewhere classified)	10.0
8111	Attorneys	2.3
8211	Elementary and secondary schools	20.0
8221	Colleges, universities and professional schools	25.0
8231	Libraries and information centers	20.0
8249	Vocational schools (not elsewhere classified)	20.0
8421	Arboreta, botanical and zoological gardens	45.0
8621	Professional membership organizations	2.3
8641	Civic, social and fraternal associations	15.0
8661	Religious organizations (hours occupied only)	20.0
8699	Membership organizations (not elsewhere classified)	2.3
38911	Engineering, architectural and surveying services	2.3
8931	Accountants	2.3
9199	General government (not elsewhere classified)	2.3
9221	Police protection	2.3
9224	Fire protection	2.3
9451	Administration of veteran's affairs	2.3
9999	All offices (not elsewhere classified)	2.3

SIC Code Source: Office of Management and Budget, Executive Office of the President

- (d) The fee shall be imposed as a condition of the issuance of the building permit.
- (e) Such fees collected by the Water Utility shall be placed in a special fund which shall be separate from the general fund of the Water Utility, and the special fund and all interest earned thereon shall be used exclusively for the capital costs of water supply facilities.
- (f) Such fees collected after March 13, 2013 shall be expended by the Water Utility for the aforesaid purpose within twenty (20) years of the date of payment, or such fee amount paid shall be refunded to the then owner(s) of the property upon which such fee. Such fees collected before March 13, 2013 must be spent by March 13, 2016.

SECTION 4. Section 3-6-6 of the Code of Ordinances of the City of Cedarburg is hereby amended as follows:

SECTION 3-6-6 PARK FACILITIES

Any developer creating or constructing additional residential units within the City shall pay a fee to the city to provide for the capital costs necessary to accommodate the Park facility expansion needs of land development except as provided in subsection (8) below.

- (a) The amount of the fee shall be ~~\$1219.39~~ \$1245.00 per single-family residential dwelling unit to be constructed or created by the proposed development.
- (b) The amount of the fee shall be ~~\$809.89~~ \$826.90 per residential unit for a multi-family residential dwelling unit to be constructed or created by the proposed development. Multi-family includes Community Based Residential Treatment facilities.
- (c) The fee shall be imposed as a condition of the issuance of the building permit.
- (d) Such fees collected by the City shall be placed in a special fund which shall be separate from the General Fund of the City, and the special fund and all interest earned thereon shall be used exclusively for the capital costs of the park facilities within the City.
- (e) Such fees shall be expended by the City for the aforesaid purpose within fifteen (15) years of the date of payment, or such fee amount paid shall be refunded to the then owner(s) of the property upon which such fee was collected

SECTION 5. Section 3-6-7 of the Code of Ordinances of the City of Cedarburg is hereby amended as follows:

SEC. 3-6-7 WASTEWATER TREATMENT PLANT RESERVE CAPACITY IMPACT FEE

Any developer creating or constructing additional residential dwelling units, or any commercial, industrial or institutional land development within the City shall pay a fee to the City to provide for the capital costs necessary to accommodate the reserve capacity at the Wastewater Treatment Plant and for the capital costs necessary for expansion of the proposed biosolids management facility except as provided in subsection (8) below.

- (a) The amount of the fee shall be ~~\$688.04~~ \$702.49 per single-family residential dwelling unit to be constructed or created by the proposed development.
- (b) The amount of the fee shall be ~~\$457.00~~ \$466.60 per multi-family residential dwelling unit to be constructed or created by the proposed development.
- (c) The amount of the fee shall be ~~\$688.04~~ \$702.49 per the number of residential equivalent flow of each industrial, commercial and institutional unit to be constructed or created by the proposed development.
- (d) The fee shall be imposed as a condition of the issuance of the building permit.
- (e) Such fees collected by the City shall be placed in a special fund which shall be separate from the general fund of the City, and the special fund and all interest earned thereon shall be used exclusively for the capital costs of the reserve capacity and expansion of the Wastewater Treatment Plant.
- (f) Such fees shall be expended by the City for the aforesaid purpose within ten (10) years of the date of payment, or such fee amount paid shall be refunded to the then owner(s) of the

property upon which such fee was collected.

SECTION 6. This ordinance shall take effect on January 1, 2021 upon publication as provided by law.

Passed and adopted this 14th day of December 2020.

Michael O'Keefe, Mayor

Countersigned:

Tracie Sette, City Clerk

Approved as to form:

Michael P. Herbrand, City Attorney

ORDINANCE NO. 2020-22

An Ordinance Designating Fees In Lieu of Park Land

The Common Council of the City of Cedarburg, Wisconsin, does hereby ordain as follows:

SECTION 1. Section 14-1-84 of the Code of Ordinances of the City of Cedarburg is hereby amended as follows:

SEC. 14-1-84 FEES IN LIEU OF LAND.

If the proposed subdivision does not encompass a proposed public park, parkway or other open space lands, or if the Plan Commission requires the reservation of land as set forth in this Section, a fee for the acquisition of public sites to serve the future inhabitants of the proposed subdivision or certified survey map shall be paid to the City Clerk at the time of first application for approval of a final plat of said subdivision, or certified survey map, or part thereof, in the amount of ~~\$904.91~~ \$923.91 for each proposed single-family dwelling unit within the plat and ~~\$601.04~~ \$613.66 for each proposed multi-family dwelling unit. For Community Based Residential Facilities (CBRFs) the fee for acquisition of public sites shall be ~~\$601.04~~ \$613.66 per unit. Public site fees collected by the City Treasurer under the provisions of this Article shall be placed in nonlapsing special funds for City parks and shall be separate from the General Fund of the City, and said special fund shall be used exclusively for the acquisition and development of park, recreation and other open space areas.

SECTION 2. Section 14-1-100(g) entitled **ADMINISTRATIVE AND OTHER FEES** of the Code of Ordinances is hereby amended as follows:

- (g) **Public Site Fee.** If the subdivision does not contain lands to be dedicated as required in this Chapter, the Common Council shall require a fee for the acquisition and development of public sites to serve the future inhabitants of the proposed subdivision. Said fee shall be paid to the City Clerk at the time of first application for approval of a final plat of said subdivision in the amount of ~~\$904.91~~ \$923.91 for each single-family dwelling unit within the plat and ~~\$601.04~~ \$613.66 for each multi-family dwelling unit. For Community Based Residential Facilities (CBRFs) the fee for acquisition and development of public sites shall be ~~\$601.04~~ \$613.66 per unit. Public site fees shall be placed in a separate Service District Fund by the City Clerk to be used only for the acquisition and development of park sites which will serve the proposed subdivision. Said fund shall be established on the basis of the service area of existing or proposed park facilities.

SECTION 3. This ordinance shall take effect on January 1, 2021 upon publication as provided by law.

Passed and adopted this 14th day of December, 2020.

Michael O'Keefe, Mayor

Attest:

Tracie Sette, City Clerk

Approved as to form:

Michael P. Herbrand, City Attorney

ORDINANCE NO. 2020-23

An Ordinance Updating and Adjusting the Amount of the Sanitary Sewer Connection Fee Imposed on New Development

SECTION 1. Section 9-2-6(c) of the Code of Ordinances of the City of Cedarburg is hereby amended as follows:

SEC. 9-2-6 SEWER SERVICE CHARGES.

(c) Sewer Connection Fee

A connection charge is imposed to fund collection system oversizing associated with new development and all newly annexed lots. This includes all lots created by land division, subdivision or condominium plats. The charge is not applicable to individual existing single vacant lots which are within the City. It does apply to newly annexed individual lots.

(1) The Sewer Connection Fee Schedule is as follows:

~~\$1477.58~~ \$1508.61 per single-family dwelling

~~\$981.36~~ \$1001.97 per unit for multi-family

~~\$1477.58~~ \$1508.61 per residential equivalent for commercial, industrial and institutional

(2) The connection fee imposed under this section shall be adjusted annually each December, with any adjustment to be effective on January 1 of the following year. The annual adjustment will be based on the Construction Cost Index (CCI) published in the Engineering News Record. Said percentage shall be calculated on the ENR 20 city average. Periodic adjustments to reflect actual and planned development density corrections may be necessary.

SECTION 2. This ordinance shall take effect January 1, 2021 upon publication as provided by law.

Passed and adopted this 14th day of December, 2020.

Michael O'Keefe, Mayor

Attest:

Tracie Sette, City Clerk

Approved as to form:

Michael P. Herbrand, City Attorney

CITY OF CEDARBURG

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***Check Detail Register©**

Batch: 120320AP,120420USC

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
111300 PWSB Checking					
36509	12/04/20	AT&T LONG DISTANCE			
E 260-555110-225		TELEPHONE/COMMUNI	\$52.22	1746	LIBR-LONG DISTANCE
E 100-522110-225		TELEPHONE/COMMUNI	\$2.98	1746	PD-LONG DISTANCE
		Total	\$55.20		
36510	12/04/20	AT&T MOBILITY			
E 100-522110-225		TELEPHONE/COMMUNI	\$979.87	11192020	PD-WIRELESS
E 100-522410-225		TELEPHONE/COMMUNI	\$123.67	11192020	EM-WIRELESS
		Total	\$1,103.54		
36511	12/04/20	AT&T			
E 100-533210-225		TELEPHONE/COMMUNI	\$56.19	760311	DPW-TELEPHONE
E 260-555110-225		TELEPHONE/COMMUNI	\$340.21	760311	LIBR-TELEPHONE
E 601-573825-225		TELEPHONE/COMMUNI	\$104.36	760311	CWRC-TELEPHONE
E 100-518100-225		TELEPHONE/COMMUNI	\$94.76	760311	CH-TELEPHONE
E 100-522230-225		TELEPHONE/COMMUNI	\$104.18	760311	FD-TELEPHONE
E 100-522110-225		TELEPHONE/COMMUNI	\$90.70	762411	PD-TELEPHONE
		Total	\$790.40		
36512	12/04/20	BAKER TILLY US, LLP			
E 100-515900-210		PROFESSIONAL SERVIC	\$4,050.00	BT1721293	2020 PRELIMINARY AUDIT
		Total	\$4,050.00		
36513	12/04/20	BEST HEATING & AIR			
E 100-522230-240		REPAIR AND MAINTENA	\$4,407.51	18674	FD-MAINTENANCE
		Total	\$4,407.51		
36514	12/04/20	BOEHLKE BOTTLED GAS CORP.			
G 221-161500		FUEL INVENTORY	\$591.82	106784	DPW-FUEL INVENTORY
		Total	\$591.82		
36515	12/04/20	CEDARBURG LIGHT & WATER			
E 100-555510-226		WATER SERVICE	\$210.76	7941	REC-BEHLING FIELD HYDRANT FLUSH
G 100-256201		DUE TO L&W IMPACT F	\$2,007.82	CK REQ	WTR IMPACT FEE-CORNERSTONE DEV N111W5847 CAROLYN CT
G 100-256201		DUE TO L&W IMPACT F	\$2,007.82	CK REQ	WTR IMPACT FEE-CORNERSTONE DEV N116W5642 LUCAS CT
G 100-256201		DUE TO L&W IMPACT F	\$46,179.86	CK REQ	WTR IMPACT FEE WILO USA LLC W66N1253 FORWARD WAY
		Total	\$50,406.26		
36516	12/04/20	JON CENSKY			
E 100-566310-210		PROFESSIONAL SERVIC	\$5,618.00	20-0011	PLAN-NOVEMBER 2020
		Total	\$5,618.00		
36517	12/04/20	CONLEY MEDIA, LLC			
E 100-514200-321		ELECTIONS LEGAL NOT	\$45.43	265191020	ELECTION LEGAL NOTICES
E 100-514100-325		LEGAL PUBLICATIONS	\$68.08	265191020	CLERK-LEGAL PUBLICATIONS
E 100-514200-321		ELECTIONS LEGAL NOT	\$51.88	265191120	ELECTION LEGAL NOTICES
		Total	\$165.39		

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Batch: 120320AP,120420USC

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
36518	12/04/20	DIGITAL EDGE OF GRAFTON			
E 100-515600-310		OFFICE SUPPLIES	\$71.00	17870	TREAS-DROPBOX DIRECTIONAL SIGNS
		Total	\$71.00		
36519	12/04/20	EGELHOFF LAWNMOWER SERVICE			
E 200-544210-350		OPERATING SUPPLIES	\$65.90	276047	CEMETERY-OPERATING
E 100-533210-353		MAINTENANCE PARTS	\$103.80	276746	DPW-MAINTENANCE PARTS
E 100-555510-240		REPAIR AND MAINTENA	\$63.60	278304	PARKS REPAIR & MAINENANCE
		Total	\$233.30		
36520	12/04/20	EMR, LLC			
E 100-533210-353		MAINTENANCE PARTS	\$723.57	12263	DPW-MAINTENANCE PARTS
		Total	\$723.57		
36521	12/04/20	EQUIPMENT RENTALS INC.			
E 100-555510-240		REPAIR AND MAINTENA	\$169.40	198744-1	PARKS-REPAIR & MAINTENANCE
		Total	\$169.40		
36522	12/04/20	FASTENAL COMPANY			
E 100-533210-353		MAINTENANCE PARTS	\$334.18	WISAU12060	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	\$206.63	WISAU12078	DPW-MAINTENANCE PARTS
		Total	\$540.81		
36523	12/04/20	FIVE CORNERS DODGE			
E 100-522120-240		REPAIR AND MAINTENA	\$32.35	71954	PD-MAINTENANCE-2018 EXPLORER
		Total	\$32.35		
36524	12/04/20	FORESTRY SUPPLIERS			
E 100-555510-240		REPAIR AND MAINTENA	\$72.59	794169-00	PARKS-REPAIR & MAINTENANCE
		Total	\$72.59		
36525	12/04/20	GOLLNICK & SONS TREE SERVICE			
E 100-555510-290		MAINT/CONTRACTED S	\$1,200.00	20826	PARKS-CONTRACTED SERVICES
		Total	\$1,200.00		
36526	12/04/20	ERIC HACKERT			
E 100-519200-343		AWARDS, SUPPLIES	\$250.00	CK REQ	35 YEAR SERVICE AWARD!!
		Total	\$250.00		
36527	12/04/20	INTERSTATE HEATING CO, INC			
R 100-443505		HEATING/AIR COND PE	\$140.00	CK REQ	HVAC REFUND-DUPLICATE PERMIT
		Total	\$140.00		
36528	12/04/20	JANI-KING OF MILWAUKEE			
E 100-533210-350		OPERATING SUPPLIES	\$382.87	MIL12200406	DPW-OPERATING
E 260-555110-290		MAINT/CONTRACTED S	\$933.24	MIL12200433	LIBR-MAINT/CONTRACTED SERVICES
		Total	\$1,316.11		
36529	12/04/20	KASDORF, LEWIS & SWIETLIK, S.C			
E 700-519400-552		Insurance Claims 2016	\$1,695.64	537404	INS. CLAIMS-2016
		Total	\$1,695.64		

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Batch: 120320AP,120420USC

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
36530	12/04/20	MACQUEEN EQUIPMENT			
E 100-533210-353		MAINTENANCE PARTS	\$951.87	W03896	DPW-MAINTENANCE PARTS
		Total	\$951.87		
36531	12/04/20	MATHESON TRI-GAS			
E 100-533210-353		MAINTENANCE PARTS	\$150.43	22600121	DPW-MAINTENANCE PARTS
		Total	\$150.43		
36532	12/04/20	MID-AMERICAN RESEARCH CHEMICAL			
E 601-573840-340		MAINTENANCE SUPPLIE	\$187.50	0717177-IN	CWRC-MAINTENANCE
E 601-573835-360		COLLECTION SYSTEM	\$946.25	0717177-IN	CWRC-COLLECTION SYSTEM
E 601-573830-342		JANITORIAL SUPPLIES	\$295.20	0717177-IN	CWRC-JANITORIAL
E 100-518100-350		OPERATING SUPPLIES	\$969.00	0717835-IN	COMPLEX-OPERATING
		Total	\$2,397.95		
36533	12/04/20	MILLER-BRADFORD AND RISBERG			
E 400-533210-996		EQUIPMENT REPLACEM	\$20,400.00	E01035	DPW-EQUIPMENT REPLACEMENT-COLD PLANER
		Total	\$20,400.00		
36534	12/04/20	CHUCK MOEGENBURG			
E 100-518100-240		REPAIR AND MAINTENA	\$110.00	112020	COMPLEX-MAINTENANCE
		Total	\$110.00		
36535	12/04/20	NAPA AUTO PARTS			
E 100-533210-353		MAINTENANCE PARTS	\$77.94	5269-099346	DPW-MAINTENANCE PARTS
		Total	\$77.94		
36536	12/04/20	NASSCO, INC.			
E 100-518100-350		OPERATING SUPPLIES	\$1,974.22	S2691065.00	COMPLEX-OPERATING
		Total	\$1,974.22		
36537	12/04/20	OFFICE DEPOT			
E 100-514100-310		OFFICE SUPPLIES	\$14.39	13457187300	CLERKS-OFFICE SUPPLIES
E 100-515600-310		OFFICE SUPPLIES	\$5.39	13457187300	TREAS-OFFICE SUPPLIES
E 100-514100-312		COMPUTER/COPIER SU	\$20.00	13457187300	CENTRLDUPL-COPY PAPER
E 100-514100-310		OFFICE SUPPLIES	\$14.39	13457672500	CLERKS-OFFICE SUPPLIES
E 100-522410-310		OFFICE SUPPLIES	\$37.58	14005008100	EM-OFFICE SUPPLIES
E 100-522310-310		OFFICE SUPPLIES	\$7.84	14005008100	BI-OFFICE SUPPLIES
		Total	\$99.59		
36538	12/04/20	PIKE SYSTEMS, INC.			
E 100-518100-350		OPERATING SUPPLIES	\$357.74	103498	COMPLEX-OPERATING-COVID EXPENSE
		Total	\$357.74		
36539	12/04/20	PROFESSIONAL SERVICE INDUSTRIE			
E 353-566710-451		TIF - SANITARY SEWER	\$4,800.00	00734658	TIF #6 PROFESSIONAL SERVICES
		Total	\$4,800.00		
36540	12/04/20	QUALITY STATE OIL CO.,INC.			
G 221-161500		FUEL INVENTORY	\$3,159.00	1784654	DPW-FUEL INVENTORY
G 221-161500		FUEL INVENTORY	\$3,510.00	1784655	DPW-FUEL INVENTORY

CITY OF CEDARBURG

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***Check Detail Register©**

Batch: 120320AP,120420USC

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$6,669.00		
36541	12/04/20	R A SMITH NATIONAL			
E 353-566710-210		PROFESSIONAL SERVIC	\$42,473.75	155204	TIF #6 ENGINEERING
Total			\$42,473.75		
36542	12/04/20	REINDERS, INC.			
E 100-522230-240		REPAIR AND MAINTENA	\$470.90	1853786-00	FD-MAINTENANCE
Total			\$470.90		
36543	12/04/20	RNR WATER, LLC			
E 350-566710-210		PROFESSIONAL SERVIC	\$718.75	9	PROFESSIONAL SERVICE-AMCAST
Total			\$718.75		
36544	12/04/20	SECURA INSURANCE CO.			
E 700-519400-524		INSURANCE CLAIMS - 2	\$2,251.78	CK REQ	CLAIM #PO329167-KRUEGER, ERIC
Total			\$2,251.78		
36545	12/04/20	SUPER WESTERN			
E 353-566710-452		TIF - GRADING	\$517,073.74	2020214-3	TIF #6 GRADING
Total			\$517,073.74		
36546	12/04/20	TAPCO			
E 100-533311-363		SIGNS	\$129.50	I684109	DPW-SIGNS
E 700-519400-524		INSURANCE CLAIMS - 2	\$151.90	I684268	INSURANCE CLAIMS-2020
Total			\$281.40		
36547	12/04/20	TIME WARNER CABLE			
E 100-533210-350		OPERATING SUPPLIES	\$117.48	1112020	DPW-FIRE LINES
E 100-522110-225		TELEPHONE/COMMUNI	\$434.00	1112520	PD-INTERNET
E 100-555510-220		Internet	\$117.48	112020	PARKS-INTERNET
Total			\$668.96		
36548	12/04/20	TKK ELECTRONICS, LLC			
E 100-522120-380		EQUIPMENT/CAPITAL O	\$603.18	140710	PD-OFFICE EQUIPMENT
Total			\$603.18		
36549	12/04/20	U.S. CELLULAR			
E 601-573825-225		TELEPHONE/COMMUNI	\$38.50	0405427229	CWRC-TABLET
E 100-522310-225		TELEPHONE/COMMUNI	\$36.83	0405427229	BI-TELECOM
E 100-533210-225		TELEPHONE/COMMUNI	(\$28.25)	0405427229	DPW-TABLET
E 601-573825-225		TELEPHONE/COMMUNI	(\$0.30)	0405427229	CWRC-TELECOM
E 601-573825-225		TELEPHONE/COMMUNI	\$41.03	0405427229	CWRC-TELECOM
E 100-555510-225		TELEPHONE/COMMUNI	\$10.90	0405427229	PARKS-TABLET
E 100-555510-225		TELEPHONE/COMMUNI	\$10.90	0405427229	PARKS-TABLET
E 100-533210-225		TELEPHONE/COMMUNI	\$39.50	0405427229	DPW-HOTSPOT
E 601-573825-225		TELEPHONE/COMMUNI	\$10.90	0405427229	CWRC-TABLET
E 100-555510-225		TELEPHONE/COMMUNI	\$10.90	0405427229	PARKS-TABLET
E 100-555510-225		TELEPHONE/COMMUNI	\$10.90	0405427229	PARKS-TABLET
E 100-533210-225		TELEPHONE/COMMUNI	\$37.58	0405427229	DPW-IPAD
E 100-533110-225		TELEPHONE/COMMUNI	\$1.34	0405427229	ENG-TELECOM

CITY OF CEDARBURG

12/10/20 9:01 AM

Page 5

***Check Detail Register©**

Batch: 120320AP,120420USC

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-533210-225		TELEPHONE/COMMUNI	\$48.36	0405427229	DPW-TELECOM
E 100-533110-225		TELEPHONE/COMMUNI	\$18.30	0405427229	CH-TELECOM
E 100-533110-225		TELEPHONE/COMMUNI	\$36.83	0405427229	ENG-TELECOM
E 100-555145-225		TELEPHONE/COMMUNI	\$1.34	0405427229	SC-TELECOM
E 100-555510-225		TELEPHONE/COMMUNI	\$48.37	0405427229	PARKS-TELECOM
E 601-573825-225		TELEPHONE/COMMUNI	\$40.92	0405427229	CWRC-DUTY PHONE
		Total	\$414.85		
36550	12/04/20	UNIFIRST CORPORATION			
E 601-573825-372		SAFETY EQUIPMENT	\$78.35	096 1157915	CWRC-SAFETY
E 100-518100-240		REPAIR AND MAINTENA	\$114.83	096 1157923	COMPLEX-REPAIR & MAINTENACE
E 100-522110-346		UNIFORMS	\$61.38	096 1157924	PD-UNIFORMS
		Total	\$254.56		
36551	12/04/20	VERIZON WIRELESS-VSAT			
E 100-522110-225		TELEPHONE/COMMUNI	\$150.00	20271253-90	PD-WIRELESS
		Total	\$150.00		
36552	12/04/20	VISUAL IMAGE PHOTOGRAPHY, INC.			
E 260-555110-310		OFFICE SUPPLIES	\$21.99	8679	LIBR-OFFICE SUPPLIES
		Total	\$21.99		
36553	12/04/20	WAUKESHA COUNTY TECH COLLEGE			
E 100-522120-330		TRAVEL & TRAINING	\$485.00	S0729822	PD-TRAINING
		Total	\$485.00		
36554	12/04/20	WEISSMAN			
E 220-555390-394		POMS EXPENSES	\$2,044.95	214059374	REC-POMS
		Total	\$2,044.95		
36555	12/04/20	WISC CHIEFS OF POLICE ASSOC			
G 100-162000		PREPAID EXPENSES	\$130.00	4660	PD-MEMBERSHIP 2021
		Total	\$130.00		
36556	12/04/20	WISCONSIN HUMANE SOCIETY			
E 100-522110-213		ANIMAL POUND	\$180.00	1868	PD-STRAY FEES
		Total	\$180.00		
36557	12/04/20	WJOA			
E 100-522130-330		TRAVEL & TRAINING	\$150.00	CK REQ	PD-TRAINING
		Total	\$150.00		
36558	12/04/20	WISCONSIN PARKS & RECREATION			
G 100-162000		PREPAID EXPENSES	\$775.00	2058	REC-MEMBERSHIP RENEWAL 2021
		Total	\$775.00		
36559	12/04/20	YOGAONE			
E 220-555390-290		MAINT/CONTRACTED S	\$660.00	CK REQ	REC-CONTRACTED SERVICE
		Total	\$660.00		
36560	12/04/20	ZUERN BUILDING PRODUCTS			
E 100-555220-347		SUPPLIES AND EXPENS	\$426.15	270081	CELEBRATIONS SUPPLIES

CITY OF CEDARBURG

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***Check Detail Register©**

Batch: 120320AP,120420USC

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-555220-347		SUPPLIES AND EXPENS	\$61.05	270242	CELEBRATIONS SUPPLIES
		Total	\$487.20		
		111300 PWSB Checking	\$681,917.64		

Fund Summary**111300 PWSB Checking**

100 GENERAL FUND	\$79,230.04
200 CEMETERY FUND	\$65.90
220 RECREATION PROGRAMS FUND	\$2,704.95
221 FUEL SYSTEM - WASH BAY	\$7,260.82
260 LIBRARY FUND	\$1,347.66
350 TIF DISTRICT FUND #4	\$718.75
353 TIF DISTRICT #6	\$564,347.49
400 CAPITAL IMPROVEMENTS FUND	\$20,400.00
601 WATER RECYCLING CENTER	\$1,742.71
700 RISK MANAGEMENT FUND	\$4,099.32
	\$681,917.64

CITY OF CEDARBURG
TRANSFER LIST
11/25/20-12/8/20

Date	Amount	Transfer to
PWSB CHECKING ACCOUNT		
11/30/2020	\$200,000.00	PWSB Money Market
11/30/2020	\$74,049.77	WRS-October remittance
12/2/2020	\$82,473.44	WPS-December health insurance premiums
12/2/2020	\$7,129.29	Delta Dental-December dental insurance premiums
12/2/2020	\$251,000.00	Transfer from checking to payroll
12/3/2020	\$2,860.88	PR#25 ICMA
12/3/2020	\$4,127.25	PR#25 North Shore Bank
12/3/2020	\$13,492.51	PR#25 Health Savings Accounts
12/3/2020	\$440.00	PR#25 Police Union
12/3/2020	\$346.15	PR#25 State of Wisconsin-child support
12/3/2020	\$250.00	PR#25 Wis Deferred Comp
12/7/2020	\$2,234.75	ADP-November Invoices
12/7/2020	\$571.58	Superior Vision-December vision ins premiums
12/8/2020	\$970.62	AFLAC-November premiums
12/8/2020	\$3,111.55	Minnesota Life-January life insurance premiums
	<u>\$643,057.79</u>	

PWSB PAYROLL CHECKING ACCOUNT

12/4/2020	\$176,376.65	Payroll for 11/15/20-11/28/20
12/4/2020	<u>\$74,966.19</u>	Payroll taxes for 11/15/20-11/28/20
	\$251,342.84	

PWSB MONEY MARKET ACCOUNT

12/4/2020	\$564,000.00	PWSB Checking
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STATE POOL-CDBG

12/8/2020	\$713,112.51	PWSB Money Market
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City of Cedarburg

City Administrator's Report

December 10, 2020

Department News

The following information is provided to keep the Common Council and staff informed on some of the activities and events of the City. Points of clarification may be addressed during the City Administrator's Report portion of the agenda; however, if discussion of any of these items is necessary, placement on a future Council agenda should be directed.

Engineering & Public Works — Director Wiza has been focusing on the Business Park. Bids will be opened on December 17 for the 2021 Street & Utility Project, at an estimated cost of \$3.9 million. Preliminary work for this project is underway.

Assistant Engineer Wieser is laying the groundwork for the 2021 Sidewalk replacement program.

Refuse carts have been distributed to approximately 4,200 customers. Waste Management has done a poor job of communicating the process for the change in service and use of the new carts to residents and this has generated many inquiries.

The Public Works crew is completing the leaf pick up season. They are also working on transitioning their equipment for snow, pothole patching, downtown decorations, and tree pruning and removals. The car wash is not working at the garage because a pump needs replacement.

Building Inspection—Inspector Baier explained that the footings are complete on the WILCO building and the walls are in process and should be completed this week. The interior support pads are beginning this week also.

Parks, Recreation & Forestry—A part is needed to complete the installation of the ice rink in Cedar Creek Park and may take up to 10 days. The Youth Basketball program has begun and is being held in the Community Center Gym. Toddler playtime has been canceled until further notice due to Covid-19. The Department will begin working on the Summer Activity Guide in January 2021.

Police— The Officers will be participating in the Shop with a Cop program; however, the format will be different this year.

Fire Department— The Fire Department has been very busy with calls. They have answered 1,185 calls to-date and this already surpasses the total from last year. The Department is having difficulty resolving phone system issues with Spectrum.

Senior Center— The Senior Center will be open through December 18 and then will be closed through Christmas and New Years.

Treasurer— Finance Director/Treasurer Mertes attended the Wisconsin Government Finance Association conference virtually and it was run very well.

Tax bills have been sent to the printer and tax bill information is available on the Ozaukee County website. Banks have been notified and taxes may be paid in their drive-thru lanes. City Hall will be set up to receive tax payments in person.

Finance Director/Treasurer Mertes participated in the first IT roundtable meeting with CVMIC and other members last week. Discussion involved current IT issues, mostly security, our current environment and remote users. The group will be working on best practices documents for

Human Resources—Open enrollment forms have been emailed to all employees and need to be returned, even if there are no changes.

Water Recycling Center— The Department is gearing up for winter operations.

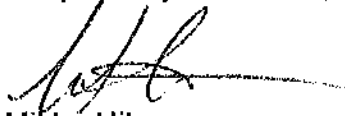
Light & Water—The Department is working with Ruekert & Mielke on a clearer path to collecting and using impact fees that are best for the customers and should be completed at the end of the first quarter 2021.

Library— The Library will be closed on Friday, December 11 for a staff in-service training day. The patron traffic has been between 5,000—6,000 visitors each month (6,335 people used the Library in November). This is lower than normal; however, they have been very busy.

Clerk — Candidacy papers have been distributed and are available for the April election.

City Administrator— City Hall is open and fully staffed. Employees are reminded to wear masks and practice safe distancing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Mikko Hilvo', with a long horizontal flourish extending to the right.

Mikko Hilvo
City Administrator



December 2020 Newsletter

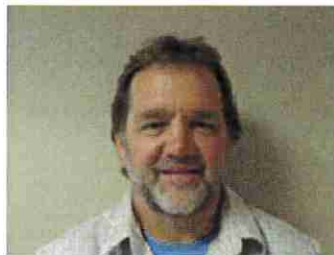
Happy Holidays!

In this newsletter we want to make you aware of how the COVID-19 Pandemic affected the assessment world. We will also make you aware of two new Law Changes (one clarifies the posting requirements of the BOR notice and the other extends the term of the assessor). Be sure to read "What's New from the DOR" regarding these and see the five State Prescribed Forms that have revisions for 2021 (attached).

We have also included the 2020 Year in Review for your municipality. The last page of the report lists the Top 50 Properties by Assessed Value in your municipality. At your request, we will provide the 2020 Top Tax Payers Report which totals all of the real estate and personal property assessed values per taxpayer and identifies the 30 with the highest combined assessed values in your municipality.

Welcome Dan Storm

Grota Appraisals is happy to announce that Dan Storm has joined our team. He has over 32 years of experience and will head our commercial valuation team where his main responsibility will be the management and valuation of Commercial properties. Dan is also familiar with all property types and has many successful defenses at Board of Review, Circuit Court and the Board of Assessors. Dan spent several years as an Appraiser for the Wisconsin Department of Revenue Manufacturing Division as both an Appraiser and as Supervisor of the Madison District office. He was also an Appraiser at the City of Fitchburg having experience with many types of Commercial property including Class-A office towers, convention hotels, parking ramps, mixed-use retail developments and multi-family residential complexes. Dan will be a wonderful addition to our staff.



Welcome Dan

Special Request To All Clerks

We try to stay informed on all things happening in your municipality and we are asking the Clerks to also be our eyes and ears. If you know of any substantial change to a property due to fire, weather damage or anything else, please let us know the extent of the damage, when it happened and the address of the property. Thanks!

COVID-19 Changed Everything

When the COVID-19 Pandemic hit, Grota Appraisals had to make policy changes overnight with little guidance from the DOR which was conspicuously silent for many weeks. Our goal was to complete the 2020 assessments on schedule while keeping everyone safe. The Assessor offices were deemed “essential” by the State so we were able to continue working in our office with safe distancing. Most of our employees were also enabled to work from home remotely if needed.

Our new policy was to do no interior inspections. Instead to help us assure a fair and equitable assessment we mailed letters to those with interior permits and asked taxpayers to call or email our assessors to discuss the status of the project and answer any questions we had about the project. For exterior inspections we mailed letters to owners letting them know that we would be starting these inspections in the coming weeks and if they did not wish us to perform an exterior inspection to contact us by phone or email within 5 days.

We also made the decision that all Open Books would be held as scheduled but would be via phone or email ONLY rather than taking place at the municipality. It was decided that the municipality would make the decision on how the BORs would be held (take place as scheduled in person with social distancing, be held virtually, or be delayed).

The pandemic forced us to immediately develop new letters to be sent to taxpayers, revise all Notices of Assessment and keep all clerks and county contacts informed of the new procedures. We are very proud to say that all Notices of Assessments were mailed on schedule and all Open Books took place as scheduled.

*The handling of Open Books and BORs for 2021 will be determined at a later date.

What's New from the DOR

Law changes: Act 140 - 2019 Assembly Bill 661

New law changes effective March 3, 2020

Amends sec. 60.307, Wis. Stats.

Extends the maximum term of the Town Assessor from 3 years to 5 years.

Amends sec. 70.47(2), Wis. Stats.

Revised wording: At least 15 days before the first session of the board of review, or at least 30 days before the first session of the board of review in any year in which the taxation district conducts a revaluation under [s. 70.05](#), the clerk of the board shall publish a class 1 notice under [ch. 985](#) of the time and place of the first meeting of the board under sub. (3) and of the requirements under sub. (7) (aa) and (ac) to (af). A taxpayer who shows that the clerk failed to publish the notice under this subsection may file a claim under [s. 74.37](#)

What this means: See chart on next page for the posting requirements for both 19.84(1) and 70.47(2), which depend on circumstances.

	19.84(1) requirements	70.47(2) requirements
City of the 2nd, 3rd and 4th class	Communicate meeting details to official newspaper and news media who requested notice AND either (1) post a notice in at least 3 public places likely to give notice, (2) post notice in at least one public place likely to give notice and place notice on municipal website, or (3) pay for publication in a news medium likely to give notice to persons affected	publish Class 1 notice in official newspaper
Municipalities with official newspapers	Communicate meeting details to official newspaper and news media who requested notice AND either (1) post a notice in at least 3 public places likely to give notice, (2) post notice in at least one public place likely to give notice and place notice on municipal website, or (3) pay for publication in a news medium likely to give notice to persons affected	publish Class 1 notice in official newspaper
Municipalities WITHOUT official newspapers	Communicate meeting details to a news medium likely to give notice in the area and news media who requested notice, AND either (1) post a notice in at least 3 public places likely to give notice, (2) post notice in at least one public place likely to give notice and place notice on municipal website, or (3) pay for publication in a news medium likely to give notice to persons affected	No later than time specified for newspaper publication, post in at least 3 public places likely to give notice to persons affected OR posted in at least one place likely to give notice to persons affected and placed on municipality website

PLEASE SAVE THIS CHART FOR FUTURE REFERENCE

Revised Forms for 2021

The DOR revised 5 forms that you are probably familiar with. The new versions are attached and all old versions should be destroyed. Those forms affected are: Fixed Asset Schedule, Property tax Exemption Request, Notice of Changed Assessment, Agricultural Use Value Conversion Chart Report and Notice of Changed Assessment and Notice of Agricultural Land Conversion Charge. Our Market Drive software has the last three reports linked to our data so these will all be adjusted in Market Drive as well.

Important Dates for 2021

February 5, 2021	(Assessor) All 2020 sales need to be submitted to the PAD site
March 1, 2021	(Taxpayer) Final deadline to submit PP form and Tax Exemption Request
March 5, 2021	(Assessor) Final deadline to submit data on 2020 sales to PAD
April 26, 2021 - June 9, 2021	(Municipality) 45 day period initial meeting of the BOR must be held
June 14, 2021	(Assessor) Deadline to submit 2021 MAR with TID values
August 1, 2021	(DOR) Release of Preliminary Equalized Values
August 15, 2021	(DOR) Release Certified Values
November 1, 2021	(DOR) Preliminary Major Class Comparison Report Posted

As always, we thank you for allowing us to be your assessor!

Future Topics

We try to make our **Grota Appraisals** newsletter informative and useful to our communities. If there are any topics you would like covered in future newsletters, please contact Patty. We always welcome your inquiries and comments. After all, we are your Assessor.

How to Contact Us

Main Office: N88 W16573 Main St. Menomonee Falls, WI 53051

Phone number: (262) 253-1142

Fax number: (262) 253-4098

Emails:

Les Ahrens	Lead Appraiser	les@wi-assessor.com
Darcie Beernink	Office Staff (Sheboygan)	darcie.beernink@sheboygan.wi.gov
Linda Baxter	Lead Appraiser (Fond du Lac)	lbaxter@fdl.wi.gov or linda@wi-assessor.com
Nate Carlson	Appraiser	nate@wi-assessor.com
Eric Feavel	Appraiser	eric@wi-assessor.com
Pam Feavel	Personal Property/Office	pamela@wi-assessor.com
Michael Grota	Owner	mike@wi-assessor.com
Judy Hassmann	Appraiser	judy@wi-assessor.com
Ray Koscak	Appraiser	ray@wi-assessor.com
Andrea Kunkel	Office Staff	andrea@wi-assessor.com
Kelly Osterman	Office Staff	kelly@wi-assessor.com
Jodi Paulson	Appraiser (Fond du Lac)	jpaulson@fdl.wi.gov or jodi@wi-assessor.com
Patty Rollinger	Office Manager	patty@wi-assessor.com
RaeAnn Schmitz	Lead Appraiser (Sheboygan)	raeann.schmitz@sheboygan.wi.gov
Mike Smigielski	Appraiser	mikes@wi-assessor.com
Dan Storm	Lead Commercial Analyst	dan@wi-assessor.com
Jim Toth	Co-Commercial Analyst	jim@wi-assessor.com

2020 Year In Review

prepared for
City of Cedarburg, Ozaukee County

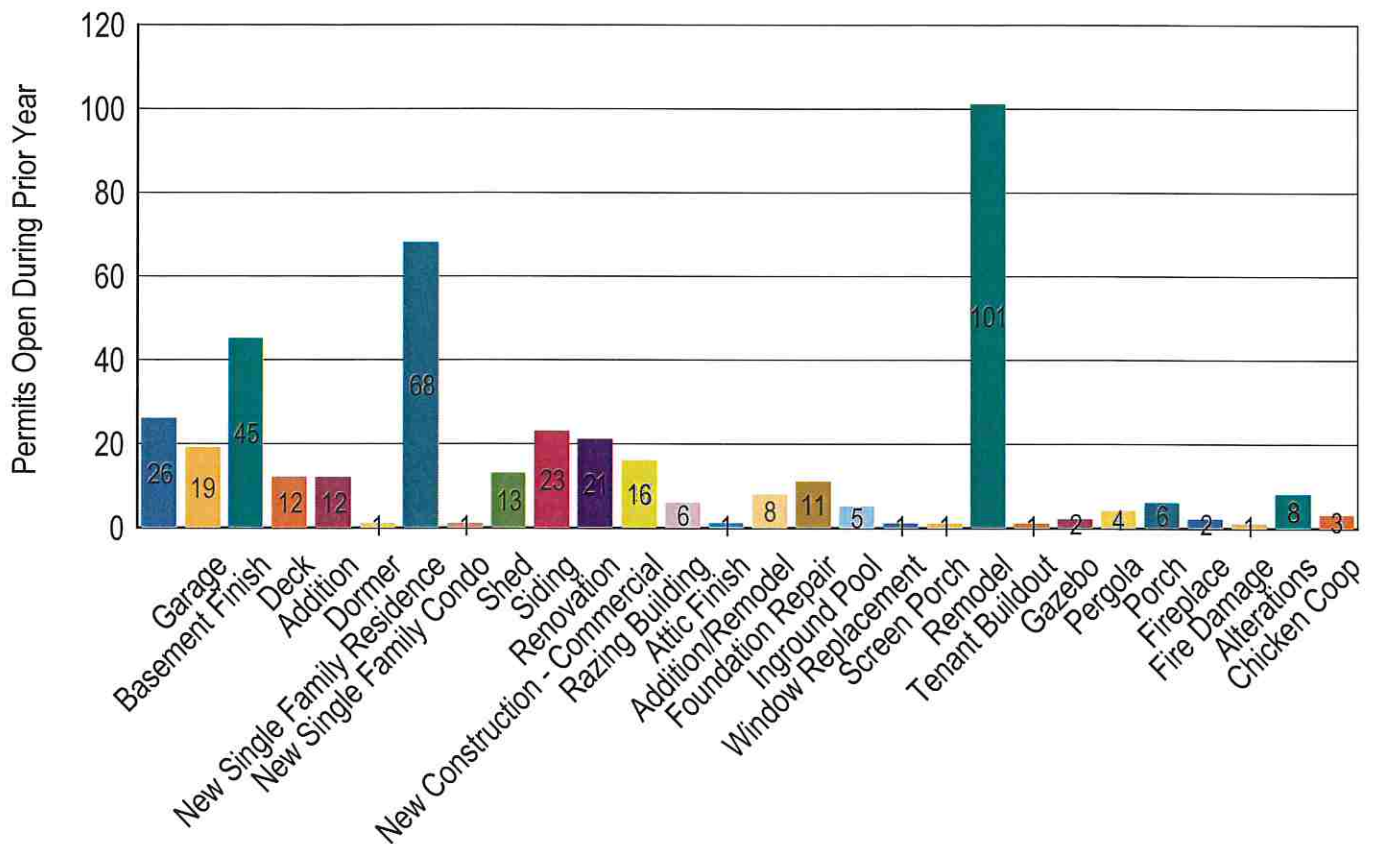
prepared by
**City Of Cedarburg
Assessor's Office, PO Box 49
Cedarburg, WI 53012
(262)375-7608**

date prepared
November 04, 2020

Summary of Work Done

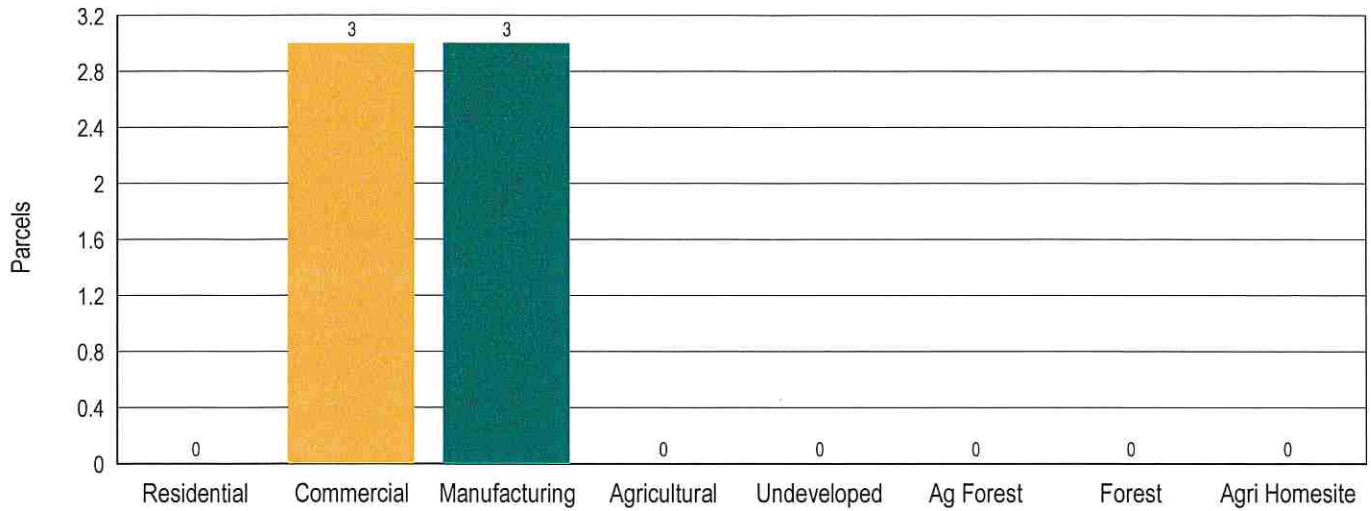
Action Item	# of Times Completed
Full inspection	14
Letter sent	819
Ag use verification	9
Exterior inspection	53
Open book appointment	5
Building permits fielded	418
Properties split	7
Property values changed	315
Sales entered/validated	230

Building Permit Activity that Affected Property Values

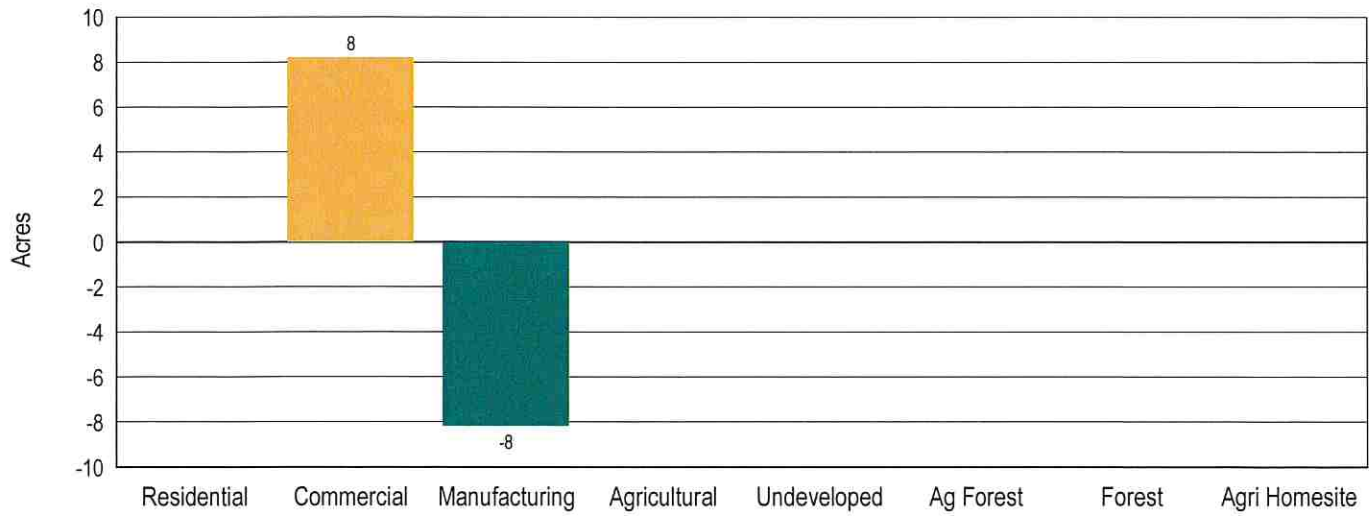


Shifts in Classification

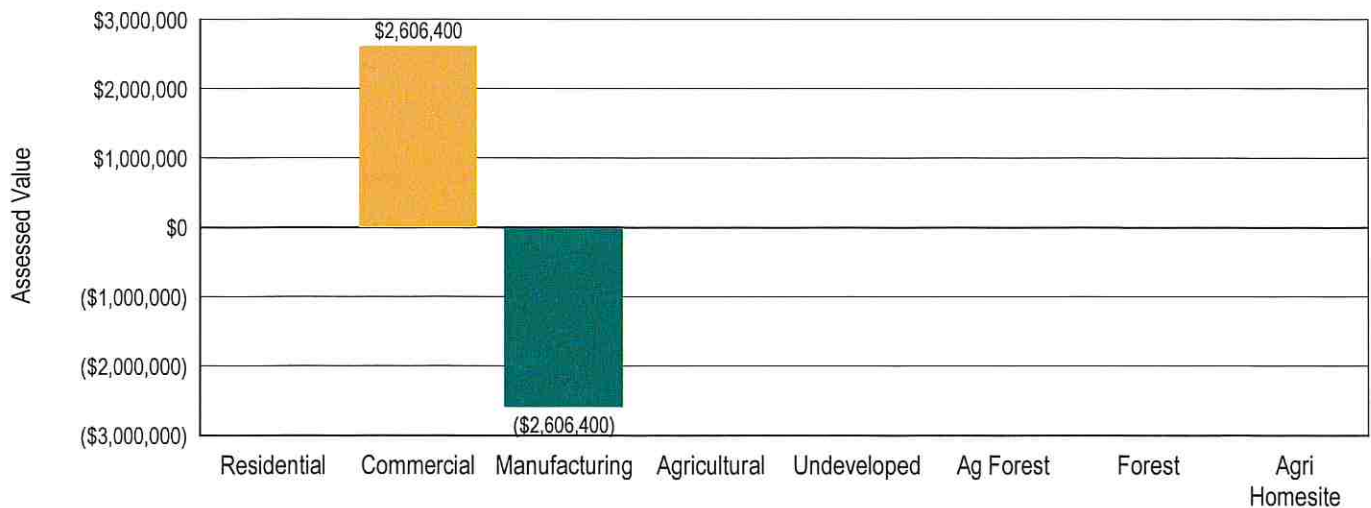
Parcels Affected



Acres Transferred

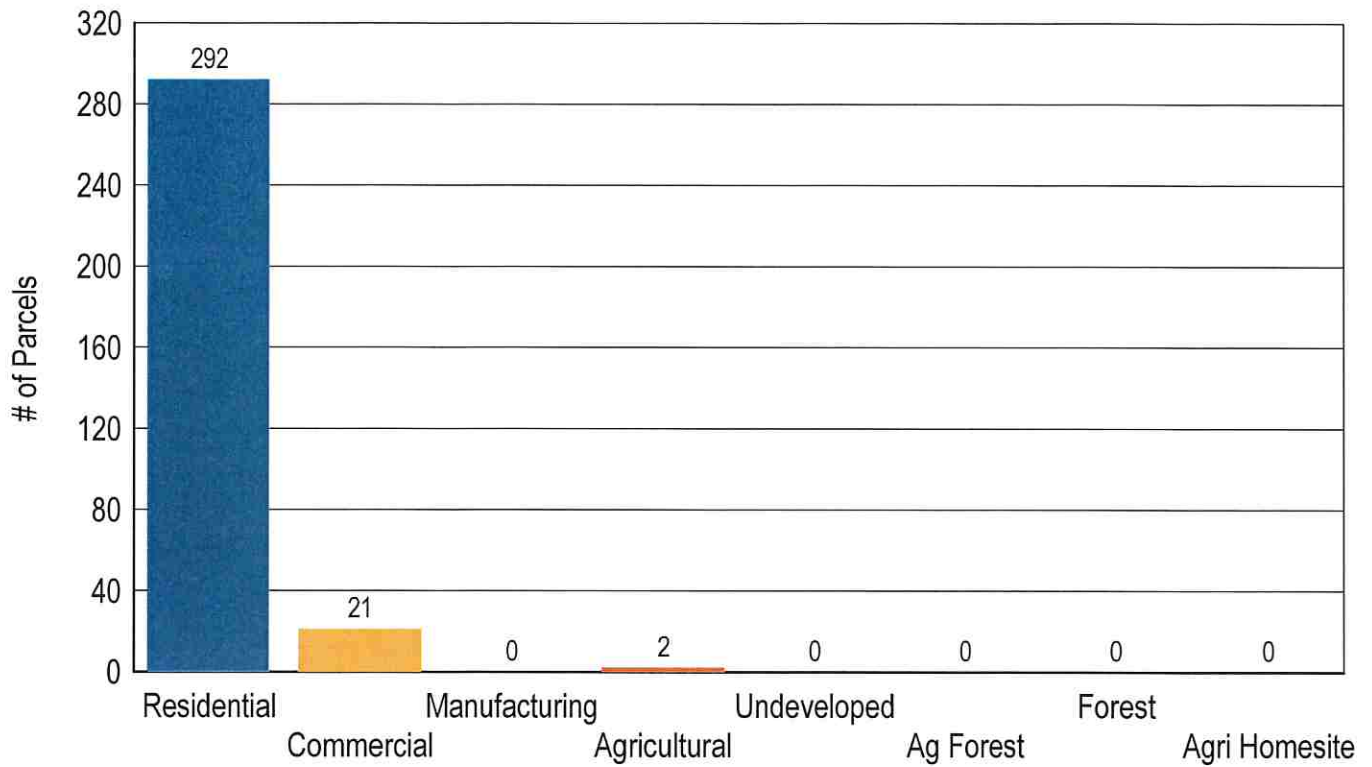


Assessed Value Transferred

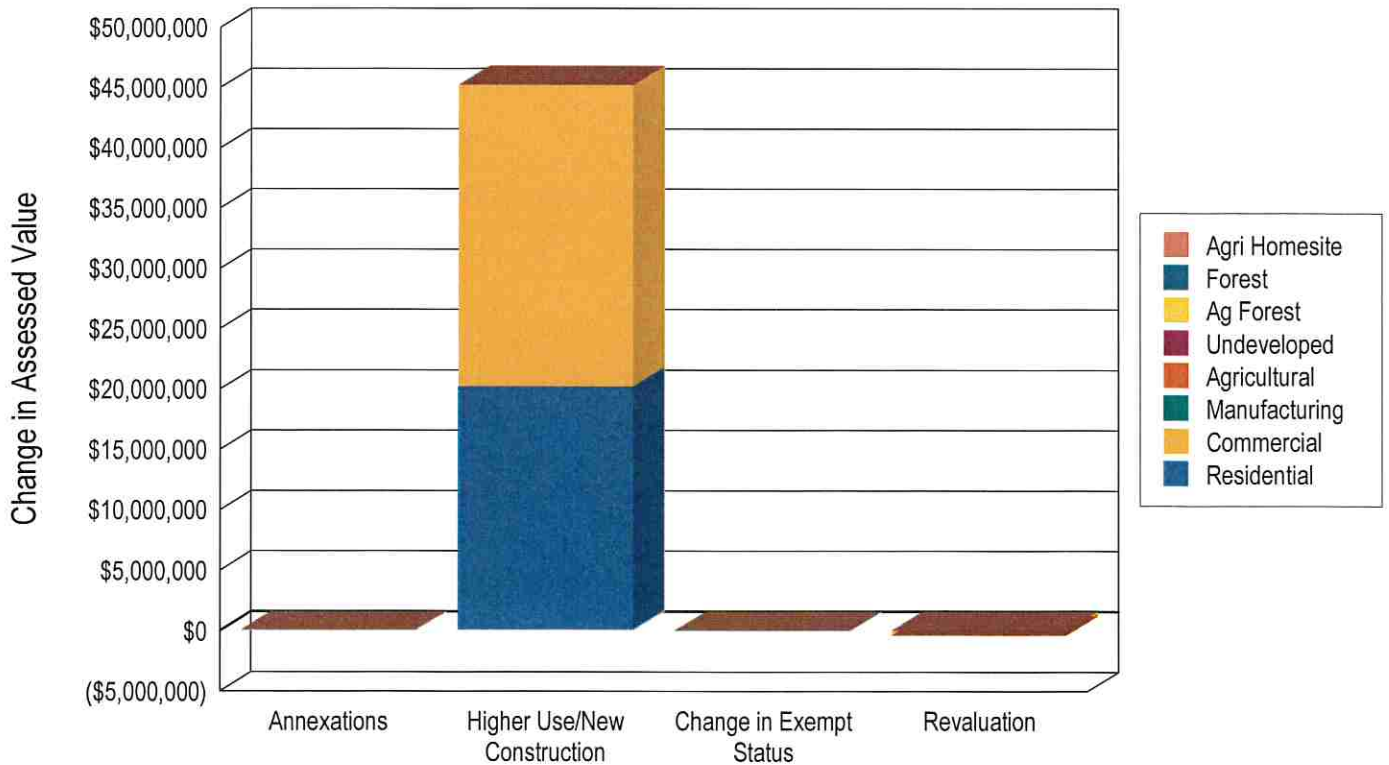


Changes in Assessed Value

Number of Parcels Whose Value Changed

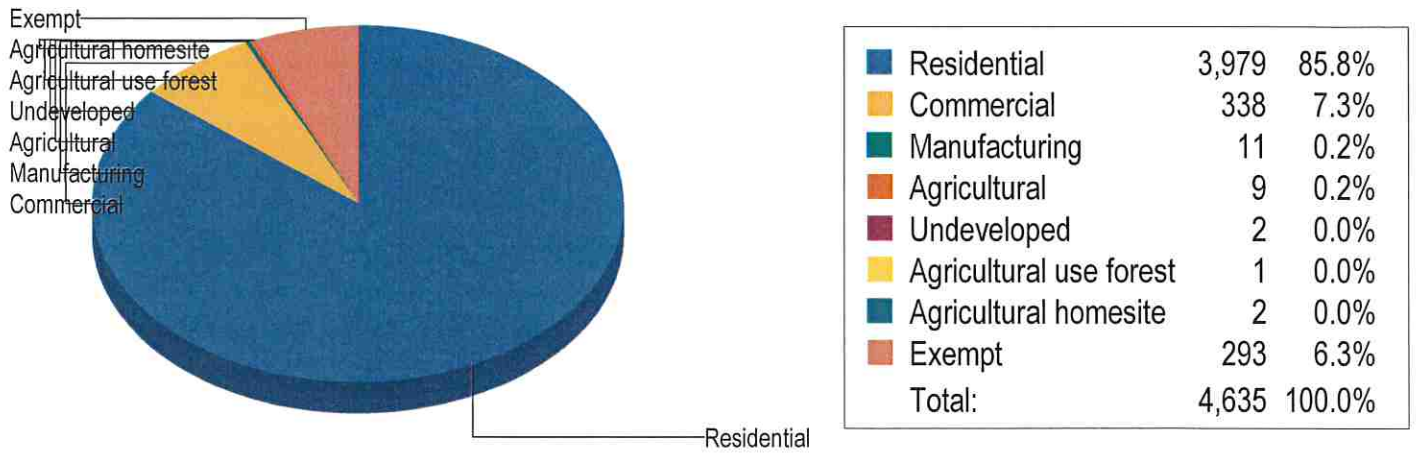


Reasons For Change



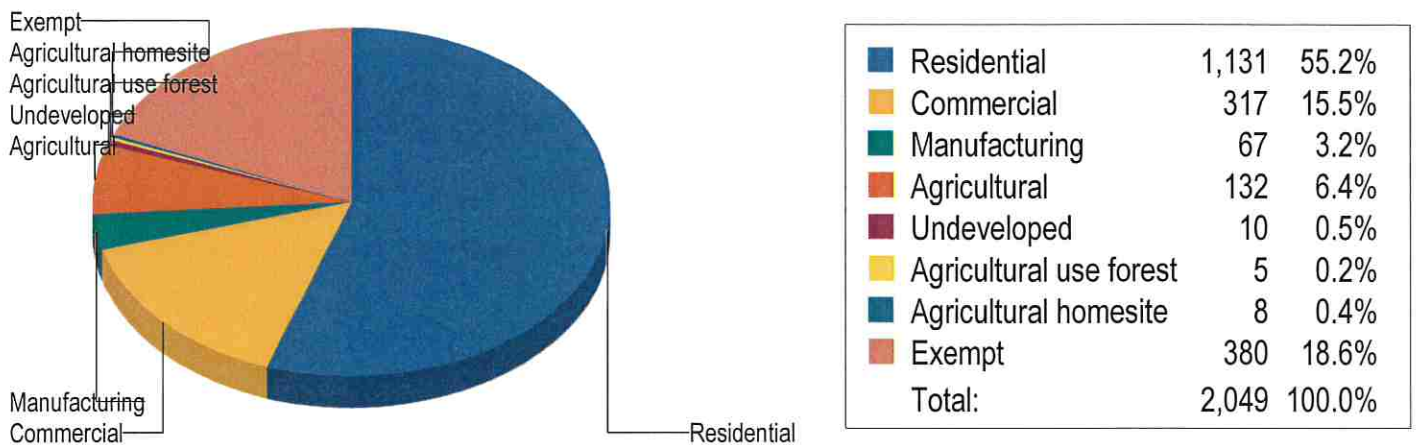
Summary of all Real Estate

Parcel Counts

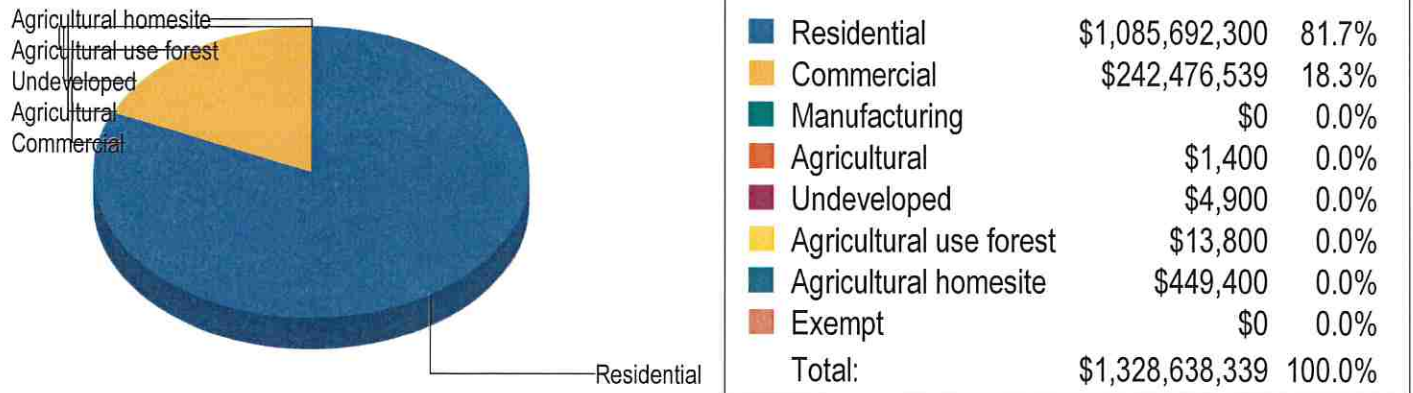


* Total parcel count shown in legend may not equal the actual number of properties in the municipality because a single property can have land or improvements in more than one tax class.

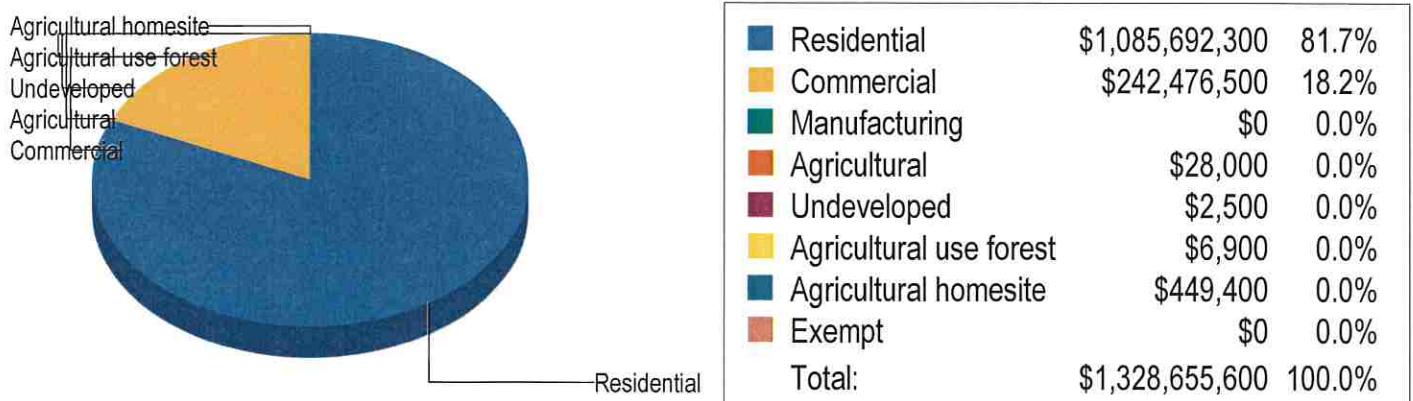
Acreage



Total Market Value



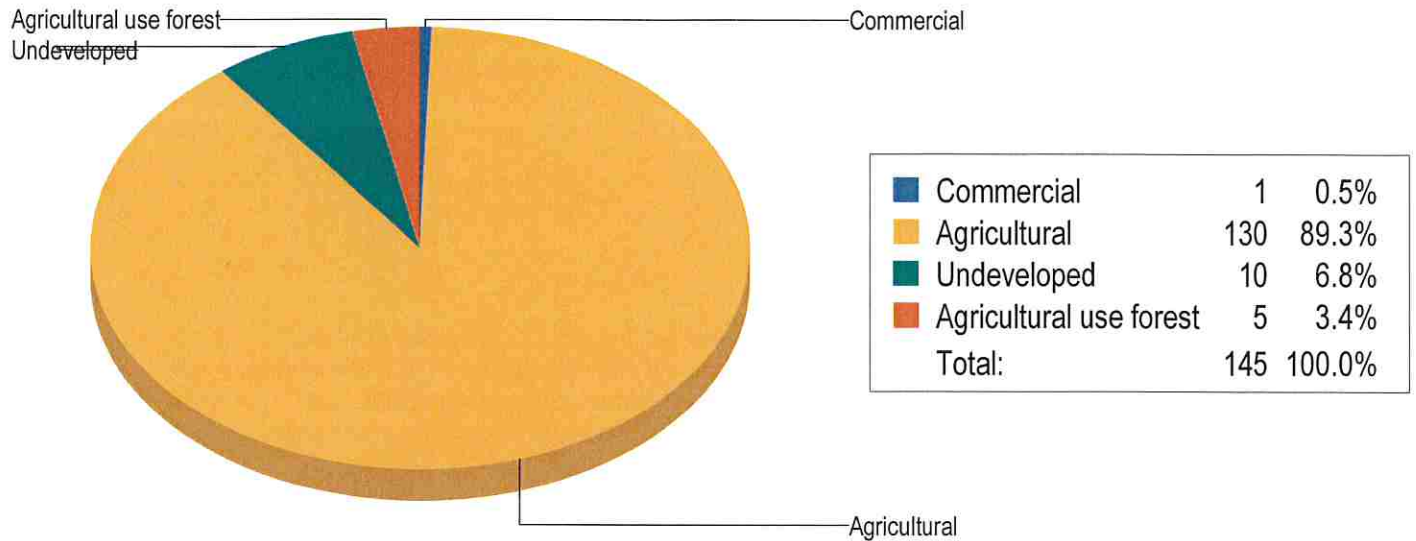
Total Assessed Value



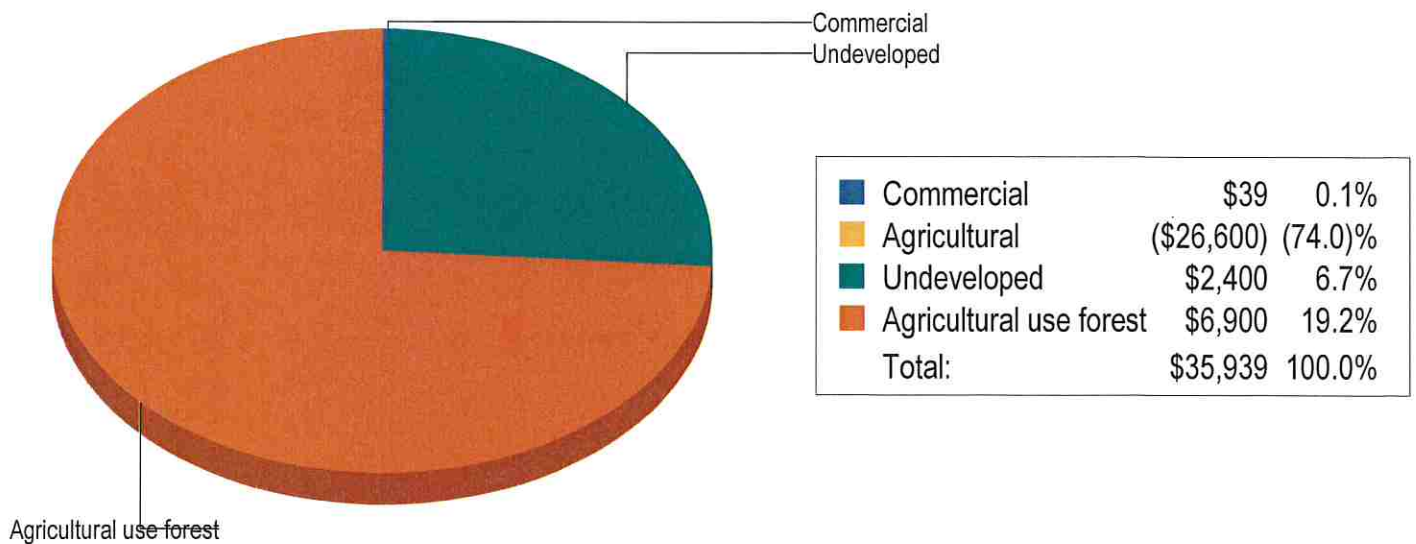
Reductions in Land Value for Tax Assessment Purposes

Not all land is assessed at full market value. The following is a summary of the acres and values reduced.

Number of Acres Whose Value was Reduced

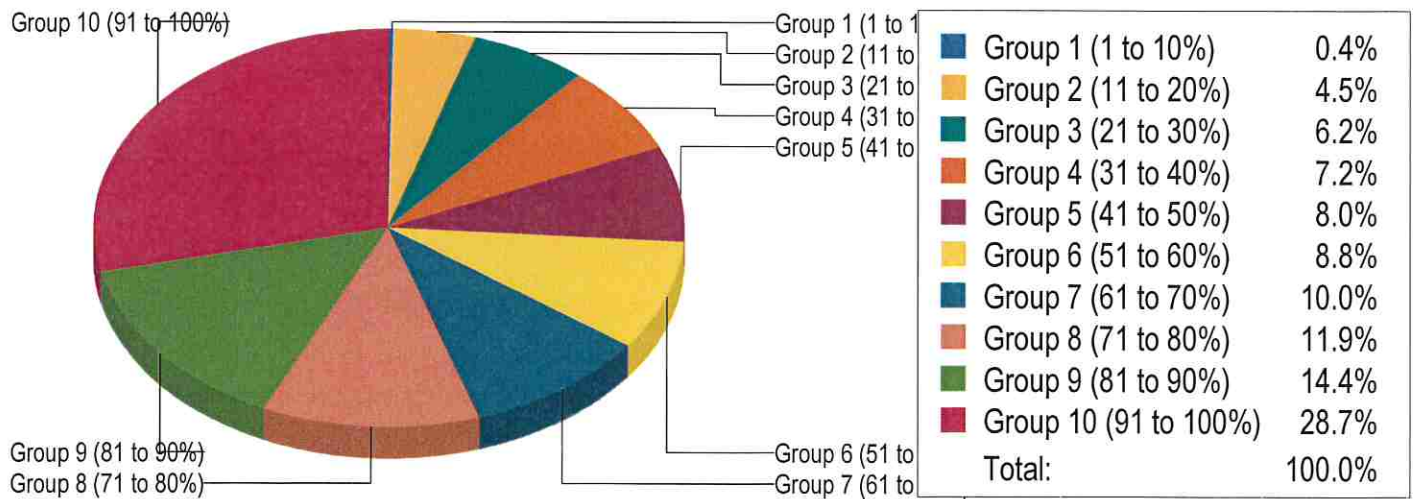
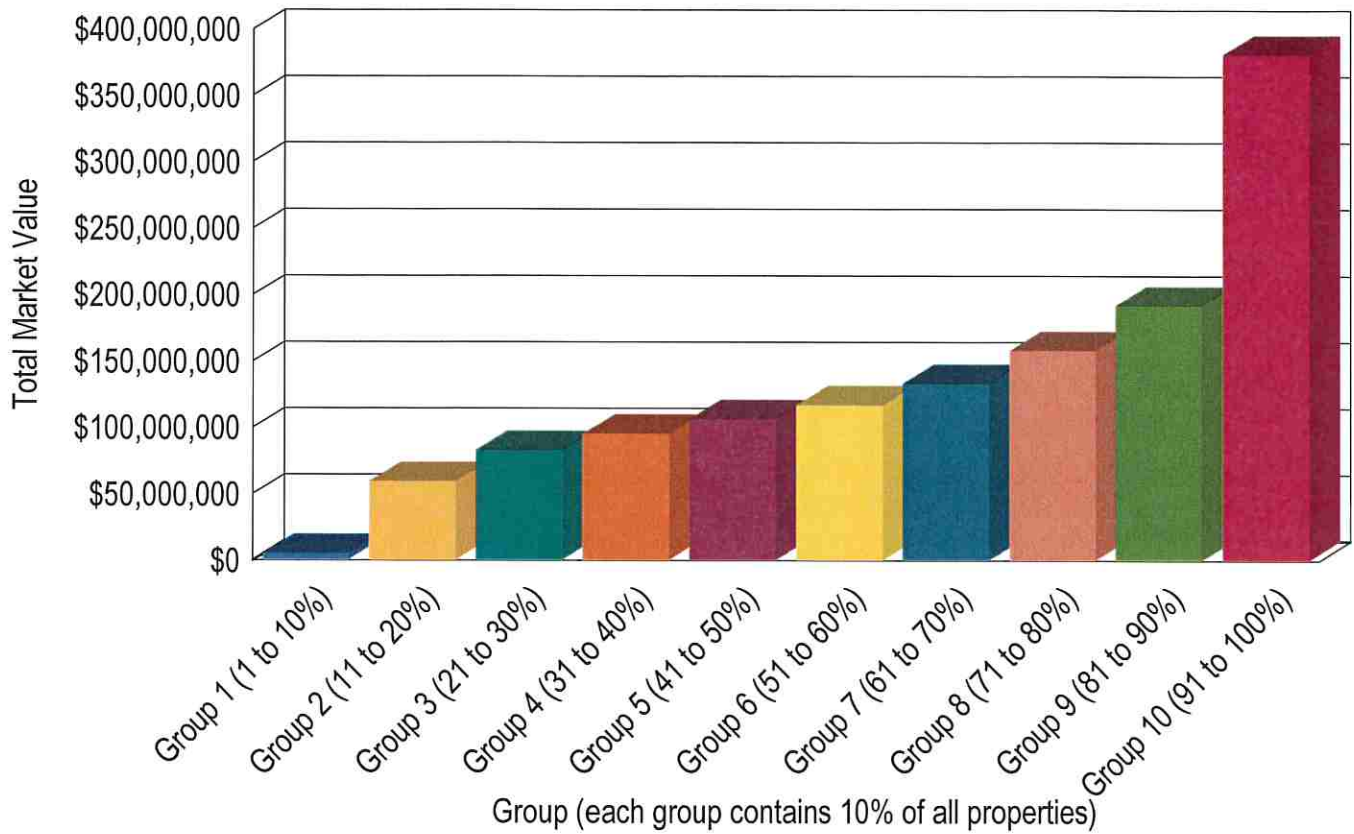


Reduction in Value



Concentration of Property Value

Each group contains 10% of all properties. The first group contains the properties with the lowest market value.
The last group contains the properties with the highest market value.



Top 50 Properties by Assessed Value

Tax Key Number	Street Address	Owner	Total Assessed Value
13-028-13-011.00	W76 N629 Wauwatosa Rd	Badger RE Holdings LLC	\$19,126,200
13-023-06-008.00	N124 W5950 Sheboygan Rd Unit 1	Cedar Place Apartments LLC	\$18,045,100
13-112-03-01-001	N44 W6025 Hamilton Rd Unit B	HSI Arrabelle, LLC	\$9,590,800
13-051-02-12-009	W55 N182 Woodmere Ct	Woodmere Townhomes LLC	\$7,840,000
13-213-0001.000	N27 W5705 Lincoln Blvd	Cedar Springs Re LLC	\$5,448,900
13-067-01-05-000	Alyce & Lincoln	Tealco Group	\$4,475,000
13-213-0002.000	W56 N225 McKinley Blvd	Cedar Gardens Aid Propco LLC	\$4,222,200
13-040-0043.012	Washington & Concord	Cedar View Apartments	\$3,900,000
13-051-02-08-000	W61 N286 Washington Ave	Charles K Blank Revocable Trust Et Al	\$3,870,000
13-040-0041.004	W57 N14280 Doerr Way	Marshall & Ilsley Corporation	\$3,750,000
13-003-02-005.00	N143 W6515 Pioneer Rd	St Mary's Hospital Ozaukee Inc	\$2,911,300
13-034-14-027.00	N28 W6800 Alyce St	Cedarburg Seniors Apartments II LLC	\$2,690,000
13-040-0102.000	N19 W6340 Carriage Trace	Cardinal Investments	\$2,500,000
13-034-14-026.00	N30 W6801 Lincoln Blvd	Cedarburg Seniors Apartments LLC	\$2,365,000
13-050-22-09-007	N44 W6028 Hamilton Rd Unit 9	HSI Arrabelle, LLC	\$2,224,300
13-107-04-07-002	N61 W6312 Turner St	First Wisconsin National Bank Of Milwaukee	\$2,217,600
13-034-15-009.00	N19 W6717 Commerce Ct	Cedarburg Trident, LLC	\$2,158,300
13-051-03-04-029	W60 N171 Cardinal Ave	Carlson Tool Properties, LLC	\$2,101,000
13-040-0040.001	N143 W6049 Pioneer Rd	Iyq LLC	\$2,025,000
13-051-03-04-026	N144 W6050 Pioneer Rd	Ced, LLC	\$2,010,600
13-050-13-12-001	N54 W6135 Mill St	John C. & Lisa Tillmann Family Trust	\$1,996,800
13-067-02-01-004	W63 N230 Fairfield St	Redbird Investments LLC	\$1,924,100
13-034-14-010.00	W67 N222 Evergreen Blvd	DCM Realty 2, LLC	\$1,850,000
13-034-14-020.00	W66 N220 Commerce Ct	Laird Connectivity, Inc.	\$1,765,000
13-061-03-04-027	W62 N190 Washington Ave	Twin Peaks Investments II LLC	\$1,735,300
13-003-01-003.00	N142 W6196 Concord St	Pine & Whitnall LLP	\$1,632,000
13-051-01-04-000	W56 N435 Lenox Pl	Lenox Place Apartments LLC	\$1,536,000
13-251-0001.000	W61 N301 Washington Ave	Commerce State Bank	\$1,532,600
13-050-19-07-000	N48 W6205 Western Rd	Pine Shadows, LLC, A Wisconsin Limited Lia	\$1,528,800
13-107-06-03-004	W61 N529 Washington Ave	First Bank	\$1,520,000
13-050-10-15-005	W64 N625 Hanover Ave	Hanover Square Corp	\$1,518,900
13-040-0092.001	N92 W6838 Washington Ct	Washington Court Apartments LLC	\$1,465,000
13-050-21-04-002	W61 N306 Washington Ave	Concord 21 LLC	\$1,455,200
13-050-18-01-002	N69 W5269 Columbia Rd	Harris Na	\$1,425,200
13-051-03-03-013	W62 N202 Washington Ave	Concord 44, LLC, A Wisc. Limited Liability Co	\$1,394,400
13-051-02-11-013	N144 W5800 Pioneer Rd	Pioneer Real Estate Development LLC	\$1,366,200
13-067-03-04-000	W63 N202 Fairfield St	Redbird Investments LLC	\$1,320,000
13-067-03-05-000	W64 N201 Fairfield St	Redbird Investments LLC	\$1,319,500
13-067-03-03-001	W62 N209 Washington Ave	Realty Income Properties 6, LLC	\$1,259,700
13-040-0089.001	W68 N926 Washington Ave	Bell Investment Properties LLC	\$1,257,800
13-002-06-004.00	W61 N14270 Taunton Ave	IYQ2 LLC, A Wisconsin Limited Liability Com	\$1,256,500
13-051-04-02-001	W61 N297 Washington Ave	Bloch Enterprises LLC	\$1,139,300
13-051-03-04-015	W63 N152 Washington Ave	Gus Wirth Jr	\$1,104,800
13-051-02-09-003	W60 N160 Cardinal Ave	Reuter-Twohig Ltd Liability Ptshp	\$1,083,700
13-050-10-11-003	W63 N583 Hanover Ave	Bulldog Bros Cedarburg, LLC	\$1,076,000
13-107-02-08-000	W61 N526 Washington Ave	Port Bancshares Inc	\$1,064,600
13-040-0105.000	W62 N179 Washington Ave	M-D Real Estate LLC	\$1,062,300
13-187-0006.000	N95 W8120 Cranes Crossing	Doris Walker-Dalhouse	\$1,036,600
13-051-03-04-011	W60 N151 Cardinal Ave	Reuter-Twohig Ltd Liability Ptshp	\$1,017,700
13-051-03-03-002	W62 N244 Washington Ave	Cedarburg Square Office Complex LLC	\$1,000,000